**GOVERNMENT OF KARNATAKA**

# BangaloreWaterSupplyandSewerageBoard

# REQUESTFORPROPOSALS(RFP)

## FOR

**PROJECT MONITORING CONSULTANCY SERVICES FOR THE WORK OF UP-GRADATION OF STPS WITH BNR REMOVAL SYSTEM FOR RAJACANAL 40 MLD STP PHASE I & PHASE II AND 10 MLD YELAHANKA TTP UNDER HEBBAL VALLEY STPS AND NAGASANDRA 20 MLD STP PHASE I (3 ISPS) & PHASE II AND 5 MLD CHIKKABANAVARA STP UNDER ARKAVATHI VALLEY STPS.(2nd Call)**

**(ONLY THROUGHKARNATAKA PUBLIC PROCUREMENT PORTAL)**

# TENDER DOCUMENT

Office of theEngineer-in Chief,
B**angaloreWaterSupplyandSewerageBoard**
2nd Floor, Cauvery Bhavan, KG Road, Bengaluru- 560 009
Email ID: eic@bwssb.gov.in

# PARTICULARSOFTENDER

| | | |
|---|---|---|
| **TENDER REFERENCE :** | : | No. BWSSB/ EIC/ACE(WWM-P-West)/ DCE (WWM-E&W) /TA-2/904/2023-24. Dt: 27.06.2023 |
| **NAME OF THE WORK** | : | Project Monitoring Consultancy Services for the Work of Up-gradation of STPs with BNR removal system for Rajacanal 40 MLD STP Phase I & Phase II and 10 MLD Yelahanka TTP under Hebbal Valley STPs and Nagasandra 20 MLD STP Phase I (3 ISPS) & Phase II and 5 MLD Chikkabanavara STP under Arkavathi Valley STPs.2nd Call |
| **LAST DATE AND TIME FOR RECEIPT OF TENDERS** | : | 05.01.2023 at 17.29 Hrs |
| **PRE BID MEETING** | | |
| **DATE AND TIME OF OPENING OF TECHNICAL TENDERS** | : | 06.07.2023 at 17.30 Hrs |
| **EARNEST MONEY DEPOSIT** | : | **Rs. 3,21,000/-** (Rupees ThreeLakhTwenty One Thousandonly) The**EMD**shall be paid through KPPP. |
| **PLACE OF OPENING OF TECHINCAL TENDERS** | : | Office of the Enigneer-in Chief, B**angaloreWaterSupplyandSewerageBoard** 2nd Floor, Cauvery Bhavan, KG Road, Bengaluru- 560 009 |
| **TIME AND DATE OF OPENING OF FINANCIAL TENDERS** | : | Will be intimated to the qualified Tenderers |
| PLACE OF OPENING OF PRICE TENDER | : | Office of theEngineer-in Chief, B**angaloreWaterSupplyandSewerageBoard** 2nd Floor, Cauvery Bhavan, KG Road, Bengaluru- 560 009 |
| ADDRESS FOR COMMUNICATION | : | Office of theEngineer-in Chief, B**angaloreWaterSupplyandSewerageBoard** 2nd Floor, Cauvery Bhavan, KG Road, Bengaluru- 560 009 |
| **CONTRACT DOCCUMENT REFERENCE** | | Quality and Cost Based Selection **(QCBS)**as per K/C-2 |

**NOTE:**

1. Incomplete bids will not be accepted and will not be considered for bid evaluation

2.The right to accept/reject any or all the bids without assigning any reason vests with Bangalore Water Supply and Sewerage Board.

Section-1 INVITATION FOR TENDER (IFT)

Section-2 INFORMATION TO CONSULTANTS (ITC)

Section-3 DATA SHEET

Section- 4 FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

Section-5 FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL

Section-6 TERMS OF REFERENCE (TOR)

**BANGALORE WATER SUPPLY AND SEWERAGE BOARD**
Office of The Executive Engineer
WWM-Project H&A Valley, Opp. Nagavara Lake, BDA Outer Ring Road, Bengaluru- 560024
Website https://www.kppp.karnataka.gov.in
Telephone: 9036560649

# SECTION-1

## INVITATION FOR TENDER (IFT)

**(Through Karnataka Public Procurement Portal)**

**IFT** No. BWSSB/ EIC/ACE(WWM-P-West)/ DCE (WWM-E&W) /TA-2/903 /2023-24.
Dt: 27.06.2023

The Engineer in Chief invites tender from eligible tenderers, for the "**Project Monitoring Consultancy Services for the Work of Up-gradation of STPs with BNR removal system for Rajacanal 40 MLD STP Phase I & Phase II and 10 MLD Yelahanka TTP under Hebbal Valley STPs and Nagasandra 20 MLD STP Phase I (3 ISPS) & Phase II and 5 MLD Chikkabanavara STP under Arkavathi Valley STPs**" 2nd Call detailed in the Table below. Tenderers are requested to submit their Tender, EMD and details of their capability to undertake the tender (as detailed in ITT Clause – 3&6) in Karnataka Public Procurement Portal. Price tender will be opened only if the Tenderes are advised to note the minimum qualification criteria specified in clause 3 of the Instructions to Tenders to qualify for award of the contract.

1. Tender documents may be downloaded through the **Karnataka Public Procurement portalhttps://www.kppp.karnataka.gov.in**in website onlyfrom **28.06.2023 to 06.07.2023.** Interested Tenderers may obtain further information by accessing the same website.

2. Tenders must be accompanied by Earnest Money Deposit (EMD) specified for the work in the Table below. EMD will have to be in any one of the forms as specified in the tender documents and shall have to be valid for 45 days beyond the validity of the tender.

3. The last date and time for receipt of tenders in the Electronic tender box in website **https://www.kppp.karnataka.gov.in**is **05.07.2023** at **17.29 hrs.** The bids will be opened at the office on **06.07.2023** at **17.30 hrs**. If the bid opening day remains as public holiday, Bids will be opened on the next working day at the original stipulated time.

4. The other details can be seen in the tender documents.

| Sl. No | Name ofWork | Tender Processing Fees | Amount put to Tender Rs. in Lakh (Approx) (Excluding GST) | Bid Security Rs. | Period of completion |
|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) |
| 1 | "Project Monitoring | To be | **213.80** | **Rs.** | **24** |

| | | | | | |
|---|---|---|---|---|---|
| | Consultancy Services for the Work of Up-gradation of STPs with BNR removal system for Rajacanal 40 MLD STP Phase I & Phase II and 10 MLD Yelahanka TTP under Hebbal Valley STPs and Nagasandra 20 MLD STP Phase I (3 ISPS) & Phase II and 5 MLD Chikkabanavara STP under Arkavathi Valley STPs" 2nd Call | specified by Karnataka Public Procurement portal | | **3,21,000** | **Months** |

5. Earnest Money Deposit shall be paid through any one of the forms OTC,NEFT, DEBIT CARD and CREDIT CARD through **Karnataka Public Procurement Portal** only. The value of the bid Security/EMD is as mentioned in the table above in column no.05.
6. The cost of the tender document once paid will not be refunded.
7. Uploading signed copy of Form of Tender should be mandatory.
8. Bangalore Water Supply and Sewerage Board reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.
9. For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours 1030 hrs to 1700hrs.

Engineer-in Chief,

B**angaloreWaterSupplyandSewerageBoard**

2nd Floor, Cauvery Bhavan, KG Road, Bengaluru- 560 009

Email ID: eic@bwssb.gov.in

Or **visit Website https://www.kppp.karnataka.gov.in**

10. List of documents to support qualification of bidder is to be uploaded to the Karnataka Public Procurement portal website **https://www.kppp.karnataka.gov.in**
11. Bidders shall submit offers that comply with the requirements of the bid document, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered. The attention of the bidders is drawn to clause 23 regarding the rejection of the bids, which are not substantially responsive to the requirement of the bid document.
12. Other details can be read from the tender documents.

Engineer-in Chief,

B**angaloreWaterSupplyandSewerageBoard**

2nd Floor, Cauvery Bhavan, KG Road,

Bengaluru- 560 009

Email ID: eic@bwssb.gov.in

## SECTION2:INFORMATIONTOCONSULTANTS (ITC)

### 2 INTRODUCTION

2.1 The consultantsareherebyinvited tosubmitaproposalforconsultingservices requiredfortheassignmentnamedintheattachedLetterofInvitation. Consultant'sproposalcouldformthebasisforfuturenegotiationsandultimatelyacontractbetweentheConsultancyFirmandtheEngineer-in-CheifBWSSB.

2.2 AbriefdescriptionoftheassignmentanditsobjectivesaregivenintheTermsofreference(TOR).

2.3 Toobtainfirst-handinformationontheassignmentandonthelocalconditions,theconsultants may contact Engineer-in-CheifBWSSB

2.4 Pleasenotethat(i)thecostsofpreparingtheproposalandnegotiatingforthecontract,includingavisittosite,arenotreimbursableasadirectcostofassignment and(ii)BWSSBis notboundtoacceptanyoftheproposalsreceivedbyitandreservestherighttoannultheselectionprocessatany timepriortocontractaward,withoutthereby incurringanyliabilitytotheConsultants.

2.5 Consultanthaveanobligationtodiscloseanysituationofactualorpotential conflictthatimpactstheircapacity toservethebestinterestoftheirClient,orthanmayreasonablybeperceivedashavingthiseffect.Failuretodisclosesaid situationsmayleadtothedisqualificationofthe Consultantortheterminationof its Contract.

2.6 BWSSB'spolicythatthe consultantsobservethehigheststandardofethicsduringtheselectionand executionofsuchcontracts.Inpursuanceofthispolicy,BWSSB:-

(a) Defines, for the purpose of thisparagraph, the terms set forth below as follows:

(i) "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or incontractexecution;

(ii) "Fraudulentpractice" means a misrepresentation or omission of facts in order to influence a selection process or the

execution of a contract;

(iii) “Collusive practices” means a scheme or arrangement between twoor more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

(iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation ina procurement process, oraffect the execution of a contract.

(b) Will reject aproposal for award if it determines that the Consultant recommended for awardhas directly or through an agent, engaged in corrupt, fraudulent, collusiveor coercive practices in competing for the contract in question;

(c) will declarea firm ineligible, either indefinitely or fora stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

(d) will have the right to require that a provision be included requiring consultants to permit the Engineer-in-CheifBWSSBtoinspect their accountsand records relating tothe performance of the contract and to have them audited by authorized representatives of Engineer-in-Cheif, Bangalore Water Supply and Sewerage Board.

2.7 Consultants,theirSub-Consultants,andtheirassociatesshallnotbeundera declarationofineligibilityforcorruptandfraudulentpractices.Furthermor e,the Consultantsshallbeawareoftheprovisionsonfraudandcorruptionstatedint he specificclausesintheGeneralConditionsofContract.

Proposals submitted by the consultants, who were blacklisted or debarred from any government agency or any external funding agency as on date of submission of bid. An undertaking letter to this extent need to be submitted by the Consultants as part of their Technical Bid (Part-1)

2.8 The Data Sheet indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

2.9 Consultants Key persons CV’s already engaged in any other projects shall not be considered for Technical Proposal, same will be treated Nil in evaluation.

## 3.0 CLARIFICATIONSANDAMENDMENTOFRFPDOCUMENTS

3.1 ConsultantsmayrequestaclarificationofanyoftheRFPdocumentsuptothe

numberofdaysindicatedintheDataSheetbeforethePre Biddate. Anyrequestforclarificationmustbesentinwritingbypapermail,orelectronic mailtotheClient'saddressindicatedintheDataSheet.The ClientwillrespondbyFacsimile,orelectronicmailtosuchrequestsandwillsendcopiesof theresponse(includinganexplanationofthequerybutwithoutidentifyingthe sourceofinquiry)toallinvitedconsultantswhointendtosubmitproposals.

3.2 AtanytimebeforethesubmissionofProposals,theClientmayforanyreason, whetheratitsowninitiativeorinresponsetoaclarificationrequestedbyan invitedfirm,modifytheRFPdocumentsbyamendment.Anyamendmentshall be issuedinwritingthroughaddendum.AddendumshallbepublishedthroughKPPPPortal.The Clientmayatitsdiscretion extendthedeadlineforthe submissionofProposals.

## 4 PREPARATIONOFPROPOSAL

4.1 Consultantsarerequestedto submittheirproposalinTwoPartsin2separate-envelopes/packagesanduploadproperlythroughKPPPportal.

Thetwoparts are:

Part1: Technical

ProposalPart2:Finan

cialProposal.

TheproposalshallbewritteninEnglishlanguage.

**ProposalsubmissionisthroughKarnataka Public Procurement Portalandhardcopies arenotrequiredto besubmitted.**

4.2 ThissubmissionshallcontainallthedetailsasspecifiedintheDatasheet **Part 1: TechnicalProposal**

4.3 Consultant firmsareexpectedto examinealltermsandconditionsincludedinthe documents.Failuretoprovideallrequestedinformation willbeattheirrisk andmayresultinrejectionof yourproposal.

EarnestMoneyDepositoftherequiredamountasspecifiedintheDatasheetis to besubmitted throughKPPPportalanduploadintheirProposal necessarydocuments.

4.4 DuringpreparationoftheTechnical Proposal,Consultant firmmaygiveparticular attention on thefollowing:

(a) The estimated minimum number of man monthsfor the assignment is stated in the Terms of Reference and Data Sheet for consultant's information.The proposal shall however be based on the number of professional keystaff and technical support staff months estimated by the consultant firm and shall not be less than the minimum specified in the Data Sheet.This is a key criteria thatwill be considered during Technical Proposal evaluation (Stage-1evaluation)

(b) It is desirable that the majority of the key professional staff proposed should be permanent staff ofthe firm.The Permanent staff willbe considered those employed with the firm for at least 6 months and above.

(c) No alternative to key professional staff may be proposed andonlyone Curriculum Vitae (CV) may be submitted for each position.

(d) A goodworking knowledge of the English language specifiedin the data sheet is essential for key professional staff on this assignment.Reportsmust be in the language(s) specified in the data sheet.

(e) Replacement during execution period shall not be permitted other than natural calamities like, death or sever health issues. In such cases only penalty of 5% on each replacement will not be charged.

(f) Client is having all the rights to instruct for replacement of key person, if the performance is not matching with the standards and also in case of violation of standard ethics.

4.5

Consultant'sTechnicalProposalmustprovidethefollowinginformation,usingbut notlimitedtothe Table 1&2formatsattachedintheAppendixI.

a) A brief description of the firm's organization and an outline of recent experience ofthe Consultants on assignments of similar nature is to be submitted.The information which consultant shall provide on each assignment should indicate, inter-alia, the profiles of the staff provided, duration, contract amount and firm's involvement.

b) Any comments or suggestions on the TOR and a description of the methodology (work plan) which the firm proposes toexecute the services, illustrated with barcharts of activities.

c) The composition oftheproposed staff team, the tasks which shall be assigned to each and their timing;

d) CV's shall be signed by the Key Professional and the authorized representative submitting the proposal.Key information should includeyears with the firm and degree ofresponsibility held in variousassignments.Unsigned CV'sby both the expert and firm's authorized representative shall not be evaluated and shall be given a nil score.

e) Estimates of the total time effort (person x months) tobe provided for the services, supported by bar chart diagrams showingthe time proposed (person x months) for each professional staff and

f) Any additional information requested in Data Sheet.

4.6

TheTechnicalProposal**mustnotincludeanyfinancialinformation**.ATechnicalProposalcontaininganyquotedfinancialdetails/ bidpricewillbedeclarednon-responsive.

**Part** 2**: FinancialProposal**

4.7 InpreparingtheFinancialProposal, consultantsareexpectedtotakeintoaccount therequirementsandconditionsoftheRFPdocuments.TheFinancialPropos

al shouldfollowStandard Forms.ItlistsallcostsassociatedwiththeAssignment,including(a) remunerationforstaffand(b)Duty travel to site, (c) Office supplies, utilities and communication, reports/ documents printing. All these quotes includes Insurance, taxes etc.. as a part of the total cost.

4.8 Consultantsmust expressthepriceoftheirservicesintheLocalcurrency(Indian Rupees).

4.9 Consultancy services comes under Pure Services and hence GST is not applicable as per guidelines.

## 5 SUBMISSION,RECEIPTANDOPENINGOFPROPOSALS

5.1 TheoriginalproposalshallbepreparedandsubmittedthroughKPPPportal.

5.2 The completeProposalshallbeuploaded / submittedonKARNATAKA PUBLIC PROCUREMENT PORTAL.

5.3 Theproposalmustbesubmittedwithallpagesnumberedserially and official seal on the pagesalongwithan indexofsubmissions.

5.4 Consultant'scompletedproposalmustbesubmittedonorbeforethe date and time statedintheDataSheet.

## 6 PROPOSALEVALUATION

6.1 Athree-stageprocedureshallbeadoptedinevaluatingtheProposals:

(i) Eligibility Criteria for Prequalification as stipulated in Appendix-I of Data sheet

(ii) In Technical Evaluation, firms securing the minimum qualifyingmarks mentioned in of the RFP will beeligible for Financial evaluation

(iii) Financial Evaluation.

**TechnicalProposal–Part1**

6.2 TheEngineer-in-CheifBWSSBshallcarry outitsevaluationapplyingthe evaluation criteriaandpoints systemspecifiedinthedatasheetEachresponsiveproposalshallbeattributedaTechnicalscore(St.)
TheTechnicalProposalshouldscoreatleast**75%**tobeconsideredresponsiveforFinancialevaluation.

**FinancialProposal–Part2**

6.3

AftertheevaluationofTechnicalProposaliscompleted,theClientwillnotifythe consultantswhohavequalified,indicatingthe dateandtimesetforopeningtheFinancialProposals.Theopeningdateshoul dallowConsultantssufficienttimeto makearrangementsforattendingtheopening.Thenotificationwillbesentby procurement portal only.

6.4 TheFinancialProposalsshallbeopened through **Karnataka Public Procurement Portal**in thepresenceofthe consultants'representativeswhochoosetoattend.Thenameofthe consultant andtheproposedpricesshallbereadaloudandrecordedwhentheFinancial

Proposalsareopened.The Clientshallprepareminutesofthepublicopening.

6.5 Thefinancialproposalswillbecorrectedforanycomputationalerrors.When correctingcomputationalerrors,incaseofdiscrepancybetweenapartialamount andthetotalamount,orbetweenwordandfigurestheformerwillprevail.In additiontotheabovecorrections,activitiesanditemsdescribedintheTechnical Proposalbutnotpriced,shallbeassumedtobeincludedinthepricesofother activitiesoritems.Incaseanactivityorlineitemisquantifiedinthe Financial Proposaldifferentlyfromthe Technical Proposal,the evaluationteamshallcorrect thequantificationindicatedinthe Financial Proposalso astomakeitconsistent withthatindicatedinthe Technical Proposal,applytherelevantunitpriceincludedinthe Financial Proposaltothecorrectedquantityandcorrectthetotal Proposalcost.

6.6 The Clientshalldetermineifthefinancialproposaliscompleteandwithout computationalerrors.Thelowestfinancialproposal(Fm)shallbegivenafinancial score(Sf)of100points.Thefinancialscoreoftheproposalsshallbecomputed as follows: Sf=100xFm/F(F-amountoffinancialproposal).

6.7 Proposalsshallfinallyberankedaccordingtotheircombined Technical(St)and Financial(Sf)scoresusingtheweightsindicatedinthe Data Sheet.

## 7 NEGOTIATIONS

7.1 Priortotheexpirationperiodofvalidityofproposal,Bangalore WaterSupplyandSewerageBoardshallnotifythesuccessfulfirmwho submitted thehighestscoringproposalinwritingbyfacsimile andinviteittonegotiatethecontract.

7.2 Negotiationsnormallytakeonetotwodays.Theaimistoreachagreementonall points,andinitialadraftcontractbytheconclusionofnegotiations.

7.3 Negotiationsshallcommencewithadiscussionofyour technicalproposal,the proposedmethodology(workplan),staffingandanysuggestionsyoumayhave madetoimprovethe TOR.Agreementmustthenbereachedonthefinal TOR,the staffingandbarcharts,whichshallindicateactivities,staff,periodsinthefieldandinthehomeoffice,staffmonths,logisticsandreporting.Specialattention shallbepaidtooptimizetherequiredoutputsfromthefirmwithintheavailable budgetandtodefineclearlytheinputsrequiredfromBangalore WaterSupplyandSewerageBoardtoensuresatisfactoryimplementationofthe assignment.

7.4

Itistheresponsibilityofthe Consultant,beforestartingfinancialnegotiations,to contactthelocaltaxauthoritiestodeterminethelocaltaxamounttobepaidbytheConsultantunderthe Contract.Thefinancialnegotiationswillincludeaclarification(ifany)ofthefirm'staxliabilityintheClient'scountry,andthemannerinwhichitwillbereflectedintheContract;andwillreflecttheagreedtechnicalmodificationsinthecostoftheservices.Unlesstherareexceptional reasons,thefinancialnegotiationswillinvolveneitherthere numeration ratesfor neither staffnorotherproposedunitrates.

7.5 Changesagreeduponshallthenbereflectedinthefinancialproposal,using proposedunitrates(nonegotiationoftheunitrates,includingthemanmonthrates).

7.6 Havingselectedafirm,amongotherthings,onthebasisof anevaluationof proposedkeyprofessionalstaff,BWSSBexpectsto negotiate,acontractonthebasisofthestaff namedintheproposaland,priortocontractnegotiations,willrequireassurance thatthisstaffshallbeactuallyavailable.BWSSBshallnotconsidersubstitutionsduringcontract negotiationsexceptincasesofunexpecteddelaysinthestartingdateor incapacityofkeyprofessionalstaff forreasonsofhealth.

7.7 Thenegotiationsshallbeconcludedwithareviewofthedraft formofContract. BWSSBandthe firmwillfinalize thecontractto concludenegotiations.

## 8 AWARDOFCONTRACT

8.1

Aftercompletionofnegotiationswiththeconsultants,theClientshallawardthe ContracttotheselectedConsultant

8.2 Notification on Award of Contract for the Consultant will be made in writing to the successful Bidders by BWSSB.

8.3 The selection of consultant will be at the sole discretion of BWSSB who reserve their rights to accept or reject any or all the Bids without assigning any reason. BWSSB reserves the right to call for additional information from the Bidders consultants.

8.4 ThesuccessfulfirmwithwhomtheContractis signedis expectedtocommence theassignmentonthedateandatthelocationspecifiedinthedatasheet.

## 9 CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

## 10 PERFORMANCE SECURITY

The successful Consultant shall furnish performance security of 5% of the cost (fee) in the form of Bank guarantee and the same will be returned only after successful completion of the Assignment. Bank Guarantee shall be issued either by a nationalized bank /schedule bank payable at Bangalore.

## SECTION - 3

## DATASHEET

1. Consultants mayseek clarifications on relevant aspects of the RFP tillone week prior to last date of submission.No Pre-proposal conference will be held.
2. The proposal validity of the offer shall be valid for 90days after the last date of submission.

The address for requesting clarificationis:

Engineer-in-Cheif,
**2nd Floor, Cauvery Bhavan, KG Road, Bangalore – 560 009.**
**Email ID: eic@bwssb.gov.in.**

1.1 Earnest Money Deposit: **Rs. 3,21,000/-** (Rupees Three LakhTwenty One Thousand only)payable through KPPP portal only.

1.2 The **minimum** man-months which shall be considered byConsultants for preparation of the Proposal, which are consideredby Client for both technical and financial bids evaluation

1.3 The Language of documents, submissions and correspondence will be English.

1.4 Other Taxes - Consultants are requested to consult Tax Consultantsfor details.

1.4.1 As per GST norms this consultancy serviceis excluded from GST.

1.5 The Consultants to state all cost in INR only.

1.6 Proposals submitted by the consultants, whowere blacklisted or debarred whose services have been beforecompletion ofproject deliverables, by any Central Government /State GovtAgency or any external funded financial institution /Bank/ Agency, as on date of submission of bid, will not be evaluated further.An undertaking letter tothis extent need tobe submitted by the Consultants as partof their Technical Bid (Stage-1 evaluation), which is mandatory and without such undertaking letter, the Bid will be treated as non-responsive and will not be evaluated further. Consultant firm must submit the completed bid online (**Karnataka Public Procurement Portal**of GoK).**AlltheproposalsshallbesubmittedonlyontheKarnataka Public Procurement Portal**.

1.7 The last dateand timeofsubmissionis 20.01.2023upto 1600 hrs, and date of opening is on 21.01.2023 at 1700 Hrs

**APPENDIX-1**

**Minimum Eligibility and Table 1: Details for Technical Evaluation Stage 1**

1. Amount put to tender – Rs.213.80 lakhs
2. Period of completion – 24 months
3. EMD @ 1.5% amount put to tender – Rs.3.21 lakhs

To qualify for award of this contract each tenderer in its name should have the below mentioned eligibility criteria in the last 5 financial year i.e, 2018-19 to 2022-23.

**Financial Criteria:**

The firm should have achieved in at least two financial years a minimum financial turnover of **Rs.213.80 lakhs** in last 5 financial years. Documentary proof in the form of attested turnover certificate/balance sheet for last 5 years shall be submitted.

**Eligibility Criteria:**

To Qualify for award of this contract, the consultant in its name should have in the last five years i.e

1. The Firm must have an office in India, operating for minimum last 10 Years and should be registered under Indian companies Act. 1956. (certificate of incorporation and PAN Card must be furnished with technical proposal)

2. The Firm must have an ISO:9001 certification. (A copy of the certificate must be furnished with Technical Proposal)

3. The firm should not have been blacklisted by any government / Non Government / Private agencies/organizations/institutions and funding agencies as on date of notification**.**

4. The experience and financial capability of parent company shall not be considered in case of any Indian subsidiary.

5. Bidders are not allowed to form Joint venture or Consortium with other bidders.

6. Subletting/ subcontracting of any part of design work is not permitted.

7. Firm having worked in this region is desirable.

8. Experience of personnel in consultancy organizations shall only be considered.
9. Experience of the permanent personnel who are with the firm for not less than 12 months shall be preferred.
10. Firms should have a well-established office in Bangalore. Documentary proof shall be submitted along with Bid
11. The consultants shall be registered and working / worked with BWSSB or any other Water Boards in India in similar projects. Documentary proof shall be submitted along with Bid
12. The company should not be a loss making in last 5 years (2018-19 to 2022-23). Documentary proof -shall be submitted along with Bid

**Note:** Necessary notarized certificates towards the above experience shall be uploaded along with the other tender documents

## 2. 2.Table 1

## Technical Evaluation (1st Stage–Technical Evaluation of the Proposal)

| S. No. | Particulars | Marks |
|---|---|---|
| **I** | **Experience of consultant** | |
| (i) | Experience in providing Project Management Consultancy Services for a 32 MLD capacity waste water treatment project (with ASP/SBR/latest technology) including project management, program controls, project planning and budgeting, QA/QC, risk management, design management, construction management, and facility commissioning. The project should be completed within last 5 years. | 10 |
| (ii) | Experience in providing Project Management Consultancy Services for rehabilitation / upgradation of existing 32 MLD capacity waste water treatment plant with ASP/SBR/latest technology with BNR system including project management, program controls, project planning and budgeting, QA/QC, risk management, design management, construction management, and facility commissioning. The project should be completed within last 5 years. | 10 |
| | **Sub Total** | **20** |
| **II** | **Approach and Methodology** | |
| a) | Methodology | 6 |
| b) | Work plan and Innovative solutions for speedy project completion | 6 |
| c) | Organization chart and Manning Schedule | 8 |
| | **Sub Total** | **20** |

**III).** Key Expert/ Person's Qualification and Experience:

The key expert/ person's qualifications and competence shall be assessed as given in **sub Table 1** and weight age for the key personnel shall be as given in **sub Table 2**.

## Sub Table 1- EVALUATION OF KEY PERSONNEL QUALIFICATIONS

| | |
|---|---|
| **a) General Qualifications** | |
| • Professional Qualifications | 20% |
| • Length of Experience and Positions held | 20% |
| **Sub Total** | **40%** |
| **b) Adequacy for the Assignment** | |
| • Adequacy for the assignment | 60% |
| **Sub Total** | **60%** |
| **Grand Total** | **100%** |

**Sub Table 2 – Weightage of Points for Qualification and Experience of Key Personnel likely to be deployed**

| S. No | Key Personnel/ Experts | Points |
|---|---|---|
| 1 | Environmental Engineer cum Team Leader | 15 |
| 2 | Process Engineer | 10 |
| 3 | Civil Engineer | 5 |
| 4 | Auto cad and Draft man | 5 |
| 5 | Mechanical Engineer | 5 |
| 6 | Electrical Engineer | 5 |
| 7 | Automation and Instrumentation Engineer | 5 |
| 8 | Project Manager | 5 |
| 9 | Design Engineer | 5 |
| | ***Sub Total*** | **60** |
| | ***Grand Total*** | **100** |

- The consultant must achieve a minimum of 60% points in each of the items **(I), (II)** and **(III)** in Table-1 and 75% overall (average) in the Technical Proposal.

- Quality-Cost Ratio: 80: 20. (Weightage for technical proposal evaluation is 80% and that for financial proposal is 20%)

**The Qualification and Experience Required for Key Staff**

| Sl. No. | Position | Qualification | Role and Responsibility | Relevant Experience | Total Man months |
|---|---|---|---|---|---|
| a | Team Leader | Post Graduate in Environmental Engineering | 1. Responsible for overall management and administration of the project components during design & Construction | 15 Years | 24 |

| | | | | | |
|---|---|---|---|---|---|
| | | With Minimum 10 years experience, 5years experience as team leader. | 2. Construction Supervision, Quality monitoring, contract management<br>3. Establishment of Construction Management and Project performance monitoring and reporting System.<br>4. Assist in resolving contractual issue during implementation.<br>5. Preparation of progress as well as project completion report.<br>6. Scheduling and ensuring timely mobilization / demobilization of Team Members<br>7. Any other work assigned by Authority. | | |
| b | Process Engineer | Post Graduate in Environmental Engineering With Minimum 10 years experience, 5years experience as Process Engineer. | Review and make recommendation to STP designs submitted by contractors; Direct support engineers attending the designs,supervise process review during construction; Providing assessment and input during operation and maintenance during Deflect liability period; Review and contractor's proposed O&M supervision work program and training programs; Coordinate the contractor's commissioning works; Coordinate the contractor's O&M supervision and training; Monitor and assess the effect of training and instruct any improvement of training services if necessary | 15 Years | 6 |
| c | Design Engineer. | Post Graduate in Structural Engineering With Minimum 10 years experience, 5years experience as Design Engineer. | 1. Design of Wastewater Treatment Plant Works<br>2. Appraisals of sub projects of STP works<br>3. Oversee contract management and performance monitoring of the contracts<br>4. Ensuring the construction activities are implemented as per design in field<br>5. Assist in preparation of Project completion Report | 15 Years | 12 |
| d | Project Manager | Civil | 1. Responsible for construction | 15Years | 48 |

| | | | | | |
|---|---|---|---|---|---|
| | for construction site | Engineering Graduate With Minimum 10 years experience, 5years experience as Project manager. | management, quality assurance and implementation of works as per design;<br>2. Preparing progress reports<br>3. Preparing and updating Implementation Schedules, including coordination with Employer for implementation works;<br>4. Support the Employer in finalizing the variation orders, notices to the contractor as per the contract stipulations.<br>5. Support the Employer in undertaking required activities and documentation required for commissioning of project facilities and issuance of provisional or final acceptance certificates as per contractual terms and conditions<br>6. Monitor contract wise progress and against contract schedules, identify and bring into notice of the Employer any potential variations during implementation, assist the Engineer in recording the reasons for delay and identify remedial actions, if any<br>7. Ensure compliance of quality and specifications of contracts under implementation by witnessing regular tests etc<br>8. Health and Safety Management at site | | |
| e | Civil Engineer | Civil Engineering Graduate With Minimum 5 years experience, | 1. Assists in construction Management<br>2. Assists the specialist in management, Design and supervision of Sub projects<br>3. Responsible for site supervision, quality assurance and administration of the contract under the project for the assigned sub projects.<br>4. Supervise the construction activity appropriately, implementation of work as per design.<br>5. Assist BWSSB at decision level by site engineers in certifying the quality aspect of work for the interim and | 5 Years | 36 |

| | | | | | |
|---|---|---|---|---|---|
| | | | Final Bills.<br>6. Contract Management and Performance monitoring of the contractors. | | |
| f | Mechanical Engineer | Mechanical Engineering Graduate With Minimum 5 years experience. | 1. Design of Mechanical components<br>2. Review of Mechanical design components of the Project.<br>3. Appraisal of subprojects having mechanical component.<br>4. Assist Procurement<br>5. Oversee contract management and performance monitoring of the contractors.<br>6. Ensuring the construction activities are implements as per design in the field.<br>7. Assist in preparation of Project completion Report. | 5 Years | 24 |
| g | Electrical Engineer. | Electrical & Electronics Engineering Graduate With Minimum 5 years experience. | 1. Design of Electrical/Instrumentation components<br>2. Review of Electrical design components of the project.<br>3. Appraisal of subprojects having electrical/instrumentation component.<br>4. Assist Procurement<br>5. Oversee contract management and performance monitoring of the contractors.<br>6. Ensuring the construction activities are implements as per design in the field.<br>7. Assist in preparation of Project completion Report. | 5 Years | 18 |
| h | Automation and Instrumentation Engineer for office and site | Instrumentation engineering Graduate with minimum 5 years of experience | 1. Review of Instrumentation components of the Project.<br>2. Design of Electrical/Instrumentation components<br>3. Appraisal of subprojects having electrical/instrumentation component.<br>4. Assist Procurement<br>5. Oversee contract management and performance monitoring of the contractors.<br>6. Ensuring the construction activities are implements as per design in the field.<br>7. Assist in preparation of Project completion Report. | 5 Years | 12 |
| i | Autocad and | Minimum 5 | 1. Preparation of Drawing and | 5 Years | 24 |

| | | | | | |
|---|---|---|---|---|---|
| | Draftsman | Years experience as draftsman | Drafting of all components.<br>2. Assists in construction Management and design team.<br>3. Assist in preparation of Project completion Report | | |

**The minimum technical score required to pass is : 75 Points**

Quality-Cost Ratio: 80:20. (Weight age for technical proposal evaluation is 80% and that for financial proposal is 20%)

**Consultant's Organizational Set Up:**

It is mandatory that the consultants provide adequate numbers of key personnel as given in TOR.

The BWSSB reserves the right to effect minor changes in the sub criteria depending on nature and scope of each sub-project.

## SCHEDULE OF PAYMENT

1. The Consultants shall quote the price bid in the formats given. The quoted rate should include all cost like remuneration of experts and supporting staff, other expenses, profit, including all taxes at the rates applicable on date of submission of tender.

2. Construction Supervision, Inspection of Materials, and Review of Contractor's designs/ drawings

**Breakup of Activities**

| Item No. | Particulars | Percentage to be released of total amount |
|---|---|---|
| 1 | Review of Contractor's designs and drawings | 40% |
| 2 | Construction/ Laying of Pipeline Supervision and Monitoring | 60% |
| | **Total** | **100% of Contract price** |

**Item-1- Review & Clearance of Contractor's designs and drawings: 40% of Contract price**

| Sr. No. | Particulars | Percentage to be released |
|---|---|---|
| 1 | On review of Process Design and Drawings | 8% |
| 2 | On review of Mechanical, GA Drawings | 8% |
| 3 | Electrical and Instrumentation GA Drawings | 8% |
| 4 | On review of Structural Drawings | 8% |
| 5 | On Completion of Equipment Inspection | 8% |

| | | |
|---|---|---|
| | | |
| | **Total** | **40%** |

**Item-2 -Quality Supervision Monitoring on equal monthly instalments- 60% of Contract Price**

The payment for construction supervision and monitoring shall be made proportionately in accordance with the R.A. bills raised by Contractor in the project for actual work done (Financial). Based on the executed cost in the particular period, consultancy fee for the payment shall be worked out in accordance with the approved consultancy fee. (In %) shall be paid. The payment shall be made on monthly basis.

**INSPECTION OF MATERIALS DURING CONSTRUCTION PERIOD**

The payment for inspection of materials and equipment shall be reimbursed by Contractor (Travel, DA and Food) at actual depending on visits and this cost should not be included in quoted price.

**FORMAT FORSUBMISSIONOFFIRMSCREDENTIALS**

The proposal shouldcontain the following information in enclosed format attachedat Appendix A.

- Yearofestablishmentoffirm
- Annualturnover in last five financial years

**Note:**The firm shall submit certificate of incorporation and audited balance sheet for the last five financial (FY 2018-19 to 2022-23).For claiming experience of relevant projects, completion certificate/contract document/letter of award or other evidence from employershould be enclosed.The proposal should alsocontain the detailsof the key personnel viz., their name, qualification, expertisearea, experience and years of association with the firm.

**AppendixA**

**FirmsCredentials**

1. Name of the Consultancy Project being applied for:
2. Year of establishment of firm

| Consultant | Year of Establishment | Type of Organization | | | |
|---|---|---|---|---|---|
| | | Individual | Partnership | Corporation | Other |
| | | | | | |

**3.**Office/business address/telephone numbers/cable address

**4.**Consulting firm's former name and year of establishment

**5.**Narrative description of firms (Use other sheet, if necessary)

**6.**Name of, not more than two (2) principals who may be contacted with title and telephone number/fax number

**7.**Financial Statement of the last five years

| Sl.No. | Particulars | 2018-201 | 2019-2020 | 2020-2021 | 2021-2022 | 2022-2023 |
|---|---|---|---|---|---|---|
| 1 | Annual turnover from Consulting business | | | | | |

**Note:**

i) Theamountwill be only through INR

ii)As per the Government order Consultancy service does not attract GST Charges.

**UNDERTAKINGREGARDINGNON-DEBARMENT/ BLACKLISTING/DETAILSOFLITIGATIONHISTORY**

We herebyundertake toconfirm that our firm "----------"has **not**been Debarred/Blacklisted by any Central/StateGovernment Agency orExternal Aided Lending agency as on the date of submission of bid.Wealso hereby undertake to confirm that our services have not been rescindedby any Central Government/ State Government Agency during the currency of a particular project during the past 5year period.We further undertake to state that we do **not** have anylitigation history.

**Date:** **Signature:_____**

**Place:** **Fullname:**

**Designation:**

**NameoftheFirm:**

**Address:**

**(AuthorizedSignatory)**

## SECTION-4

## APPENDIXB.FORMATFORSUBMISSIONOFTECHNICALPROPOSAL

| | |
|---|---|
| Appendix B-1 | Technical proposal Submission Form |
| Appendix B- | Firm’s References |
| Appendix B-3 | Firm’s comments andsuggestions on the Terms of Reference and on data, services, and facilities tobe provided by the Bangalore Water Supply And |
| Appendix B-4 | Approach paper on methodology and work plan for performing the assignment |
| Appendix B- | Composition of the team and task(s) of each team |
| Appendix B- | Curriculum vitae ofproposed professional staff |
| Appendix B- | Time schedule for deployment of professional personnel |
| Appendix B- | Activity (works) schedule |

**APPENDIXB-1**

Technical Proposal Submission Form

From (Name of Firm) To: (Name and Address of Client)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

Sir,

**Subject:Project Monitoring Consultancy Services for the Work of Up-gradation of STPs with BNR removal system for Rajacanal 40 MLD STP Phase I & Phase II and 10 MLD Yelahanka TTP under Hebbal Valley STPs and Nagasandra 20 MLD STP Phase I (3 ISPS) & Phase II and 5 MLD Chikkabanavara STP under Arkavathi Valley STPs.**

We, the undersigned, offer to provide the consulting servicesfor theabove in accordance with your Request for Proposal dated _____(Date), and our Proposal.We are hereby submitting ourProposal, as per RFP requirements.

If negotiations are held during the period of validity of the Proposal i.e.before(Date) we undertake to negotiateon the basis of the proposed staff.Our Proposal is bindingupon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any

Proposal you receive we remain,

Yours sincerely,

Authorized Signature

Name and Title of Signatory: Name of Firm:

Address:

## APPENDIXB-2: FIRM'SREFERENCES

Relevant Services Carried Outin the Last Five Years That Best Illustrate Qualifications

Using the format below,provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, waslegally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff Provided by Your Fi</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No of Staff:</td></tr>
<tr><td rowspan="2">Start Date (Month/Year)</td><td rowspan="2">Completion Date (Month/Year)</td><td>No of Staff-Months:</td></tr>
<tr><td>Approx.Value of Services (in Current INR)</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>Number of monthsof professional staff provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of SeniorStaff involved:</td></tr>
<tr><td colspan="3">Narrative Description ofProject:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Firm's Name: _____

Note: For claiming experience of projects undertaken as mentioned in the qualification criteria, copy of proof of experience must be enclosed.

## APPENDIXB-3:COMMENTSANDSUGGESTIONSOFCONSULTANTSONTHETERMSOFREFERENCEANDONSERVICESANDFACILITIESTOBEPROVIDEDBYTHEBANGALOREWATERSUPPLYANDSEWERAGEBOARD

On the Terms of Reference: **1.**

**2**

**.**

**3**

**.**

**4**

**.**

On the services and facilities tobe provided by Bangalore Water Supply and Sewerage Board:

**1**

**.**

**2**

**.**

**3**

**.**

**4**

**.**

**APPENDIXB-4: APPROACH PAPERONMETHODOLOGYANDWORKPLANFORPERFORMINGTHEASSIGNMENT**

[Technical approach, methodology and work plan are key components of the Technical Proposal.You are suggested to present your Technical Proposal b) divided intothe following three chapters:

a) Technical Approach and Methodology, Work Plan, and

c) Organization and Staffing,

(a) **TechnicalApproachandMethodology**.In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying outthe activities and obtainingthe expected output, and the degree of detail of such output.You should highlight the problems being addressed and their importance, and explain the technical approach you wouldadopt to address them.You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

(b) **WorkPlan.**In this chapteryou shouldpropose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports.The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible

working plan.A list of the final documents, including reports, drawings,and tables to be delivered as final output,should be included here.The work plan should be consistent with the Work Scheduleof Form Appendix-B8.

(c) **OrganizationandStaffing.**In this chapter you should proposethe structure and composition ofyourteam.You should list the main disciplines ofthe assignment, the key expert responsible, and proposed technical and support staff.]

**APPENDIXB-5:**
**COMPOSITIONOFTHETEAMPERSONNEL,ANDTASK(S)OFEACH TEAMMEMBER**

**1.** Keyprofessional staff and sub professional staff

| Sl.No | Name | Position | Task |
|---|---|---|---|
| 1<br><br>2<br>4 | | | |

**2.** Support Staff

| Sl.No. | Name | Position | Task |
|---|---|---|---|
| 1<br><br>2<br><br>3 | | | |

**APPENDIXB-6:**
**FORMATOFCURRICULUMVITAE(CV)FORPROPOSEDKEY PROFESSIONALSTAFF**

Proposed Position:

_____
Name of the firm:

_____
Name of Staff:

_____
Profession:
Date of Birth:

_____
Years with Firm / Entity: _____ Nationality: _____

Membership in Professional Societies:

_____
_____
Detailed Tasks Assigned:

_____
Key Qualifications: _____
(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and location. Use about half a page)
Education:_____
(Summarize College / University and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page)

Employment Record: _____
(Starting with present position, list in reverse order every employment held. List all positions held by staff members since graduation, giving dates, name of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references. Where appropriate. Use about three-quarters of a page)

Languages:

_____

(for each language indicate proficiency: excellent, good, fair, or poor, in speaking, reading and writing)

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience.

_____ Date: _____

(signature of staff member and authorized representative of the firm) Date / Mon / Year

Full name of staff

Member: _____

Full name of authorized representative of

Firm: _____

## APPENDIXB-7:TIMESCHEDULEFORKEYPROFESSIONALAND SUBPROFESSIONALSTAFF

| Sl.No. | Name | Position | MonthwiseProgram(intheformofBarChart) [1st,2nd etc. aremonthsfromthestartofassignm | | | |
|---|---|---|---|---|---|---|
| | | | 1st | 2nd | 3rd | Numberof Months |
| 1 | | | | | | Subtotal(1) |
| 2 | | | | | | Subtotal(2) |
| 3 | | | | | | Subtotal(3) |
| 4 | | | | | | Subtotal(4) |
| - | | | | | | - |
| | | | | | | |

## APPENDEXB-8:ACTIVITY(WORKS)SCHEDULE.

| Sl.No. | ItemofActivity (Works) | MonthwiseProgram(intheformofBarChart) [1st,2nd,etc.,aremonthsfromthestartofassignment] | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | |
| 1 | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | |
| - | | | | | | | | | | | | | |
| - | | | | | | | | | | | | | |

## SECTION5.FORMAT FOR SUBMISSIONOFFINANCIALPROPOSAL

Appendix C-1Financial Proposal Submission Form

Appendix C-2Price Bid (KPPP Portal submission)

Appendix C-3: Summary of costs

Appendix C-4Detailed breakup of costs(Breakup for the summary price quoted under Appendix C-3)

**APPENDIXC-1: FINANCIALPROPOSALSUBMISSIONFORM:**

From (Name ofFirm) _____ _____

_____

To:

The Engineer-in-Chief,
2nd Floor, Cauvery Bhavan
KG Road,
Bengaluru- 560009.

**Subject:Project Monitoring Consultancy Services for the Work of Up-gradation of STPs with BNR removal system for Rajacanal 40 MLD STP Phase I & Phase II and 10 MLD Yelahanka TTP under Hebbal Valley STPs and Nagasandra 20 MLD STP Phase I (3 ISPS) & Phase II and 5 MLD Chikkabanavara STP under Arkavathi Valley STPs.**

We, the undersigned, offer to provide the consulting servicesfor the above in accordance with your Request for Proposal dated _____ [Date], and our proposal.Our attached financial proposal is for the sum of _____[Amount in words and figures].

Our financial proposal shall be binding uponsubject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e.,[Date].

Yours sincerely,

Authorized

Signature:Name and

titleof Signatory:

## AppendixC2-FINANCIALPROPOSAL (Pricebid)

| Description of services | Consultancy Fee(in | |
|---|---|---|
| | In | In words. |
| Project Monitoring Consultancy Services for the Work of Up-gradation of STPs with BNR removal system for Rajacanal 40 MLD STP Phase I & Phase II and 10 MLD Yelahanka TTP under Hebbal Valley STPs and Nagasandra 20 MLD STP Phase I (3 ISPS) & Phase II and 5 MLD Chikkabanavara STP under Arkavathi Valley STPs | | |
| a. Review of Contractor's designs and drawings | | |
| b. Construction Supervision and Monitoring | | |
| **Total Cost excluding GST** | | |

**Important Note:** The firms indicating financial price in the Technical proposal will not be considered for evaluation under any circumstances, financial price should be indicated only in the financial Proposal.

## APPENDIXC3:SUMMARYOFCOSTS

| Sl. No. | Description | Amount(INR) |
|---|---|---|
| i | RemunerationforKeyProfessionalstaff (As | |
| ii | Their Duty/ Travel to Site | |
| iii | Office supplies, Utilities and communication | |
| iv | Laptops, Equipments, Documents, Printers and other expenses to be considered | |
| | TotalCost(Cost for Evaluation) | |

## SECTION-6

# TermsofReference(ToR)

## 1. Background

It is to inform that, DPR and Cost Estimate for the following works has been approved from the Competent Authority after obtaining approval from Technical Committee and Estimate Scrutiny Committee and Board in its meeting dated: 25.03.2022.

| Sl No. | Name of the Work | Contract Period |
|---|---|---|
| | **HEBBAL VALLEY STPs** | |
| 1 | Design And Up-Gradation Of Existing 40 MLD Capacity STP At Rajacanal (Phase I) With Extended Aeration Technology And BNR Removal With Operation And Maintenance For A Period of Seven Years (5+2) Including Two Years of O&M during Works Contract On Turnkey Basis | 24 Months |
| 2 | Design and Construction of Up-gradation of existing 40 MLD capacity STP at Rajacanal (Phase II) with One (1) year of Defects Liability Period including minor and major repairs to all the installed equipment's, round the clock for a period of 1 year on Turnkey contract. | 12 Months |
| 3 | Design and Up-gradation of Existing 10 MLD Capacity Tertiary Treatment Plant at Yelahanka Based on IFAS Process and With Operation and Maintenance for a period of Seven Years (5+2) Including Two Years of O&M during Works Contract On Turnkey Basis. | 24 Months |
| | **ARKAVATHI VALLEY STPs** | |
| 4 | Design and Up-Gradation of existing 20 MLD Capacity STP extended Aeration based on A2O process at Nagasandra Phase-I, Bangalore and 15 MLD ISPS at Medarahalli, 30MLD ISPS at Bagalgunte, 25MLD ISPS at NK Halli along with Pumping Mains and with Operation and Maintenance for a period of Seven Years (5+2) Including Two Years of O&M during Works Contract On Turnkey Basis | 24 Months |
| 5 | Design and Construction of Up-gradation of existing 20 MLD capacity STP at Nagasandra (Phase II) with One (1) year of Defects Liability Period including minor and major repairs to all the installed equipment's, round the clock for a period of 1 year on Turnkey contract | 12 Months |
| 6 | Design and Construction of Up-gradation of existing 5 MLD capacity STP at Chikkabanavara (Phase II) with SBR Technology with One (1) year of Defects Liability Period including minor and major repairs to all the installed equipment's, round the clock for a period of 1 year on Turnkey contract | 12 Months |

Further, as per the above approval, tender has been invited through KPPP Portal and published in the KPPP portal. Also, provision has been made in the main work estimate for Consultancy and Supervision Charges.

Since, the main STP work is costing more than Rs. 10 Crore and the Design built Construction of Sewage treatment plant requires proficiency review, advice, recommendations and supervision with an assortment of various fields in nature and thus, it is necessary to appoint Project Monitoring Consultants for their Services for the Design built STP works.

Post award of the contract, the scope of work for Project Monitoring Consultants are as follows:

1. Consultant has to review the proposals submitted by the Contractor for the Process.
2. Study the detailed working drawings for all aspects of the pump house/ WET WELL and STP with Biological Nutrient Removal prepared by contractor and offer comments and to recommend BWSSB to approve for execution
3. Consultant has to assist the Engineer & his team in monitoring day to day work in the contract, witness all the tests on Materials, equipment and process. Review all the reports, drawings etc., submitted by the Contractor and recommend to Employer & Engineer in approving
4. Supervision of work carried out by contractor and report monthly quality monitoring report for a period of 24 months. (Includes 21 months construction period & 3 months for Commissioning)
5. Attend the meetings conducted under this Project and preparation of the proceedings.
6. Scrutinize the methodology of execution and erection works and Commissioning of the plant.
7. Scrutiny of Contractor’s submittals such as
    A. Process methodology adopted by the contractor for its guaranteed results.
    B. Work Schedule.
    C. Detailed Designs and Drawings for
        a) Process Drawing
        b) Hydraulic Drawing
        c) Civil Works
            i) Geo-Tech reports
            ii) Lab Testing Reports
            iii) Third Party Inspection Report
        d) Mechanical and Electrical Works
        e) Automation and Instrumentation Works
        f) Any other allied works
    D. Quality Assurance / Quality Control Plans.
8. Consultant shall support the employer & his engineer in administering the contract.
9. Supervision and Contract Management (on the Civil, Mechanical, Electrical, Instrumentation, Automation work etc.) including techno-legal advice in connection withthe work.
10. Report and advise the client on progress at the site work.
11. Verification of BOQs prepared by the contractor based on the design and drawings and recommend for approval.
12. Attending joint testing with contractor and employer's engineer at site.

13. Scrutinize contractor's proposal for temporary work, if any, recommend forapproval.

Assist the Engineer in monitoring the Commissioning activities of the Project along with finalizing the main contract portion.

## 2.0 OBJECTIVES OF THIS ASSIGNMENT

1. Analyze, design the construction drawings (Civil, Electrical, Mechanical and Instrumentation) for all aspects of the STP & Allied works, ISPS& allied works furnished by the contractor and offer comments and to recommend BWSSB to approve for execution.
    - On review of survey drawings and issue of drawings with respect to Sewage Treatment Plant and its allied works as mentioned above
    - Analyse the Geo Technical Investigation carried out by contractors based on that preparing Civil GA, Mechanical GA and issue of Structural drawing & submission of design and civil/Electromechanical STP design and drawing, Pump capacity and complete.
    - ISPS drawings verify and approval
    - Pumping main & other unit design & Verification and approval of drawing
    - Surge analysis verification and approval
    - All drawings to be reviewed scrupulously as per contract conditions and shall co-ordinate with the firm for any clarifications as per bid document and ensure early clearance of the drawings is submitted in the interest of early completion of project
    - As built drawing approval
2. Assist the Employer and Engineer in carrying out construction supervision, progress monitoring, quality control, testing, test check of invoices, resolution of claim, change in design, and taking over, and safety management of the work.
3. Inspect mechanical and electrical equipment at manufacturers works as and when required and submit an acceptance/rejection report for considerations of BWSSB engineers who will also witness such equipment inspection along with consultant’s inspection engineer(s).
4. Prepare project schedule and render necessary assistance to BWSSB in monitoring the project and report monthly quality monitoring report for a period of months mentioned.
5. The consultant should ensure time bound completion of the works strictly as per the specifications laid down in the tender documents. They will also be responsible and assist the BWSSB Engineers for other project management related activities.
6. Attend the meetings conducted under this project and preparation of PPT, explaining the same and proceedings for the same

7. The scope of work as specified above are minimum & to be met as per Clients requirements. Any missing scope not specifically mentioned above but which are necessary for successful completion of the subject work in total shall be deemed to be included as per RFP conditions

## 3.0 SCOPE OF WORK

### A. REVIEW OF DETAILED DESIGN AND DRAWINGS

- The consultant shall review proof check and furnish comments / advices / recommendations on the acceptability of detailed designs, drawings, data sheets, vender data, including all documents / data / design to be furnished by the contractor of the work at the time of construction / manufacture, erection, commissioning, testing of the works, till takeover of the works by BWSSB in accordance with the conditions of contract applicable. The consultant shall continue to perform this activity till all the designs, drawings, furnished by the contractor are approved as good for construction by the BWSSB on the recommendations of the consultants. Review the design prepared by the contractor including the following:
  - Process, hydraulic, BEP, plant layout, P&ID, mechanical and electrical, instrumentation and control systems, equipment design, hydraulic flow diagram and plant.
  - Civil and Structural designs with reference to BIS and other codes applicable
  - Any other Drawings/documents related to the project as per contract
  - Equipment vendor design / drawings / data for all mechanical, electrical equipments instruments and systems
  - Final civil/structural drawings and general assembly drawings for all works

### B. PROJECT MANAGEMENT AND CONSTRUCTION SUPERVISION

1. Scrutinize construction methods proposed by contractor including environmental and safety issues.
2. Monitor the construction methods by assessing the adequacy of the contractor’s input materials, labour, equipment and construction methods;
3. Supervise and Monitor construction work and every stage of Works as per the schedule.
4. Supervise construction works from start to finish by using the modern methods of control. Verify the setting out of the works done by the contractors and ensure that it is as per drawings and designs. Ensure

that the works adhere to the levels, alignment and dimensions specified in the approved drawings and designs.

5. Establish Quality assurance system including verification of source of all the material and certification;
6. Supervise the works to ensure conformance of construction works and materials to relevant IS standards/ Bid specifications/Designs/drawings. Approve materials and quality of works based on test results produced by the works Contractor, factory inspection, site testing etc. (Quality control)
7. Factory Inspection of equipment under the project.
8. Monitor and achieve progress with reference to pre-fixed targets drawn up jointly with the Contractors and furnish monthly progress reports in the formats as decided in consultation with the BWSSB.
9. Inspect and certify that the works are completed according to the specifications on final completion before final settlement of bills.
10. Prepare completion of work report for all the works.
11. Obtain As-built drawings for all the works from the contractor, verify the correctness and furnish to the BWSSB. Obtain O&M manual from the contractor after completion and before commissioning the scheme.
12. Prepare monthly project progress reports describing the physical and financial progress of the work, highlighting impediments to the quality and progress of the works and remedial actions, for submission to the Client.
13. In case of dispute, arbitration arising during the PMC services consultants will assist the BWSSB.

## 4.0 DELIVERABLES

Monthly Physical and Financial Progress Reports - Describing works and services performed focusing on the designs, contractors' progress and performance, quality of works, financial status and projections highlighting issues encountered and possible remedies during the reporting month and scheduled activities to be submitted within a week of the end of the reporting period, i.e. last day of every month of beginning of supervision phase;

a. Quarterly Progress Reports and Annual Reports - Describing in detail the implementation progress of all project components with issues highlighted to be within a week of the end of the reporting period i.e. every quarter and end of year;

b. Contract Completion Reports –Draft completion report and Final Completion Report

c. Project Completion Reports

d. Periodic Statement of expenditure

e. Any other reports as per the contract and as required by the BWSSB.

**5.0 Timeline**

Work execution from the date of commencement of works by the contractor and also as per the award of the respective works contract period

## 6.0 Payments:

The quoted amount for the Project Management will be paid as follows:

**Construction Supervision, Inspection of Materials, and Review of Contractor's designs/ drawings**

**Breakup of Activities**

| Item No. | Particulars | Percentage to be released of total amount |
|---|---|---|
| 1 | Review of Contractor's designs and drawings | 40% |
| 2 | Construction Supervision and Monitoring | 60% |
| | **Total** | **100% of Contract price** |

**Item-1- Review & Clearance of Contractor's designs and drawings: 40% of Contract price**

| Sr. No. | Particulars | Percentage to be released |
|---|---|---|
| 1 | On review of Process Design and Drawings | 8% |
| 2 | On review of Mechanical, GA Drawings | 8% |
| 3 | Electrical and Instrumentation GA Drawings | 8% |
| 4 | On review of Structural Drawings | 8% |
| 5 | On Completion of Equipment Inspection | 8% |
| | | |

| | | |
|---|---|---|
| | **Total** | **40%** |

**Item-2 -Quality Supervision Monitoring on equal monthly instalments-60% of Contract Price**

The payment for construction supervision and monitoring shall be made proportionately in accordance with the R.A. bills raised by Contractor in the project for actual work done (Financial). Based on the executed cost in the particular period, consultancy fee for the payment shall be worked out in accordance with the approved consultancy fee. (In %) shall be paid. The payment shall be made on monthly basis.

**Inspection of materials during construction period**

The payment for inspection of materials and equipment shall be reimbursed by contractor (Travel, DA & TA, food) at actual depending on visits and this cost should not be included in quoted price.

## 8.0 Conditions

i. The PMC firm shall also include a minimum necessary office and support staff. Thesupport staff may be asked to be withdrawn with due prior notice in case of stoppage ofwork for short duration for reasons beyond control. The PMC shall replace any staff oninstruction by Client for poor performance etc.

ii. The consultant has to quote a lump sum amount for completion of all the tasks

iii. Depending upon the level of supervision required during various phases ofimplementation, the client shall request the consultant to modify the staffing plan. In suchcase, the consultant shall change the staffing schedule without any financial liability to the Board.

iv. Due to any reason whatsoever beyond the control of the client, if the work is stopped formore than 30 days, the consultant may demobilize the team with prior intimation to theclient and mobilize the team / key personnel / support staff within 15 days upon requestby the client to resume the work.

v. Due to any reason what so ever beyond the control of client, if the work extend beyond 24 months based on the situation, BWSSB may take appropriate action in this regard and Consultants shall not claim extra financial implication upto next 12 months.

vi. Due to stoppage of work @ any stage, BWSSB may ask consultant to demobilize the Consultant with 15 days notice and there shall not be any financial implication to Board from the Consultants due to this.

## 9.0 The Qualification and Experience Required for Key Staff

| Sl. No. | Position | Qualification | Role and Responsibility | Relevant Experience | Total Man months |
|---|---|---|---|---|---|
| a | Team Leader | Post Graduate in Environmental Engineering With Minimum 10 years experience, 5years experience as team leader. | 8. Responsible for overall management and administration of the project components during design & Construction<br>9. Construction Supervision, Quality monitoring, contract management<br>10. Establishment of Construction Management and Project performance monitoring and reporting System.<br>11. Assist in resolving contractual issue during implementation.<br>12. Preparation of progress as well as project completion report.<br>13. Scheduling and ensuring timely mobilization / demobilization of Team Members<br>14. Any other work assigned by Authority. | 15 Years | 24 |
| b | Process Engineer | Post Graduate in Environmental Engineering With Minimum 10 years experience, 5years experience as Process Engineer. | Review and make recommendation to STP designs submitted by contractors; Direct support engineers attending the designs,supervise process review during construction; Providing assessment and input during operation and maintenance during Deflect liability period; Review and contractor's proposed O&M supervision work program and training programs; Coordinate the contractor's commissioning works; Coordinate the contractor's O&M supervision and training; Monitor and assess the effect of training and instruct any improvement of training services if necessary | 15 Years | 6 |

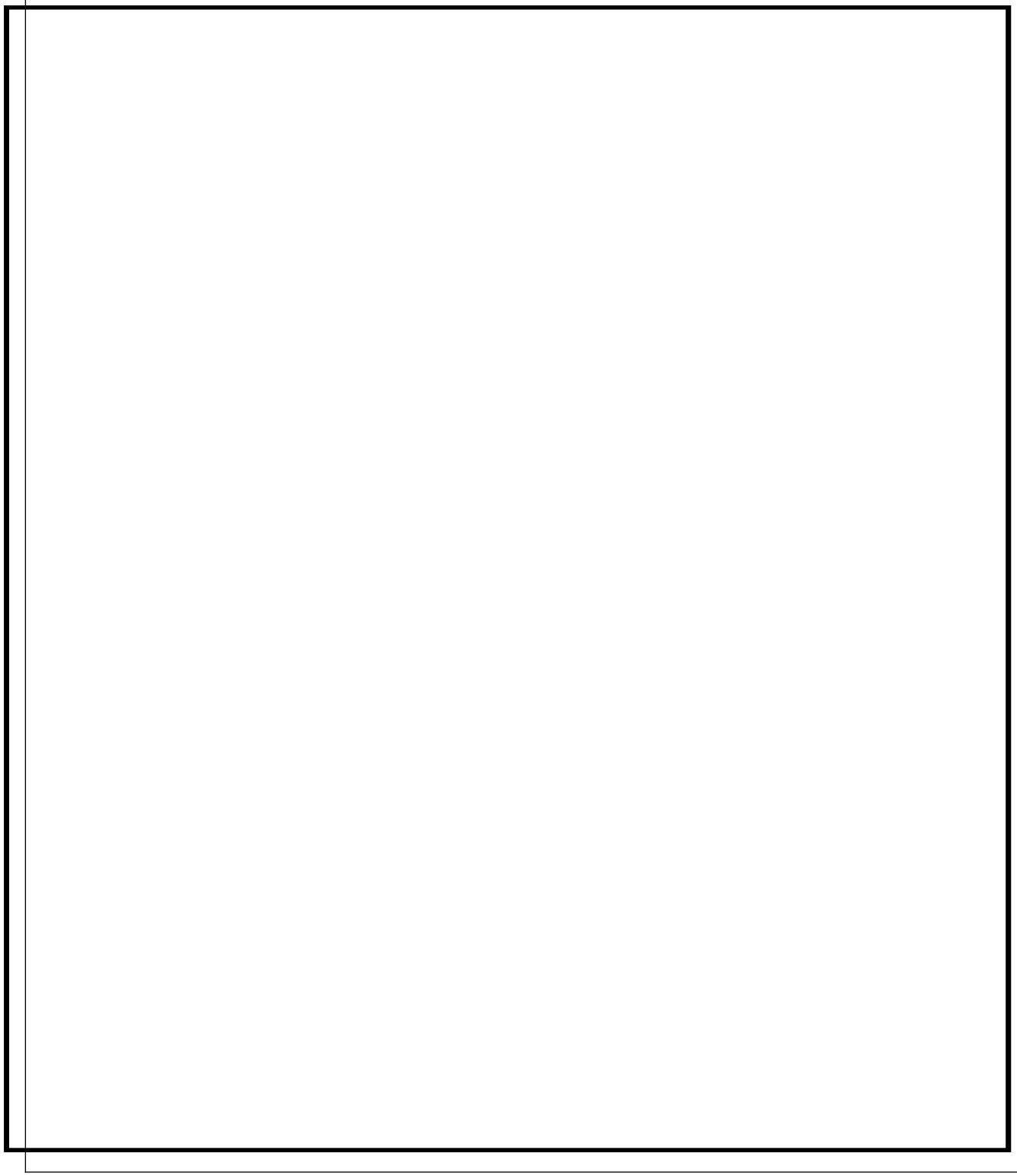
| | | | | | |
|---|---|---|---|---|---|
| c | Design Engineer. | Post Graduate in Structural Engineering With Minimum 10 years experience, 5years experience as Design Engineer. | 1. Design of Wastewater Treatment Plant Works<br>2. Appraisals of sub projects of STP works<br>3. Oversee contract management and performance monitoring of the contracts<br>4. Ensuring the construction activities are implemented as per design in field<br>5. Assist in preparation of Project completion Report | 15 Years | 12 |
| d | Project Manager for construction site | Civil Engineering Graduate With Minimum 10 years experience, 5years experience as Project manager. | 9. Responsible for construction management, quality assurance and implementation of works as per design;<br>10. Preparing progress reports<br>11. Preparing and updating Implementation Schedules, including coordination with Employer for implementation works;<br>12. Support the Employer in finalizing the variation orders, notices to the contractor as per the contract stipulations.<br>13. Support the Employer in undertaking required activities and documentation required for commissioning of project facilities and issuance of provisional or final acceptance certificates as per contractual terms and conditions<br>14. Monitor contract wise progress and against contract schedules, identify and bring into notice of the Employer any potential variations during implementation, assist the Engineer in recording the reasons for delay and identify remedial actions, if any<br>15. Ensure compliance of quality and specifications of contracts under implementation by witnessing regular tests etc<br>16. Health and Safety Management at site | 15Years | 48 |
| e | Civil Engineer | Civil Engineering | 7. Assists in construction Management | 5 Years | 36 |

| | | | | | |
|---|---|---|---|---|---|
| | | Graduate With Minimum 5 years experience, | 8. Assists the specialist in management, Design and supervision of Sub projects<br>9. Responsible for site supervision, quality assurance and administration of the contract under the project for the assigned sub projects.<br>10. Supervise the construction activity appropriately, implementation of work as per design.<br>11. Assist BWSSB at decision level by site engineers in certifying the quality aspect of work for the interim and Final Bills.<br>12. Contract Management and Performance monitoring of the contractors. | | |
| f | Mechanical Engineer | Mechanical Engineering Graduate With Minimum 5 years experience. | 8. Design of Mechanical components<br>9. Review of Mechanical design components of the Project.<br>10. Appraisal of subprojects having mechanical component.<br>11. Assist Procurement<br>12. Oversee contract management and performance monitoring of the contractors.<br>13. Ensuring the construction activities are implements as per design in the field.<br>14. Assist in preparation of Project completion Report. | 5 Years | 24 |
| g | Electrical Engineer. | Electrical & Electronics Engineering Graduate With Minimum 5 years experience. | 8. Design of Electrical/Instrumentation components<br>9. Review of Electrical design components of the project.<br>10. Appraisal of subprojects having electrical/instrumentation component.<br>11. Assist Procurement<br>12. Oversee contract management and performance monitoring of the contractors.<br>13. Ensuring the construction activities are implements as per design in the field.<br>14. Assist in preparation of Project completion Report. | 5 Years | 18 |
| h | Automation and | Instrumentati | 8. Review of Instrumentation | 5 Years | 12 |

| | | | | | |
|---|---|---|---|---|---|
| | Instrumentation Engineer for office and site | on engineering Graduate with minimum 5 years of experience | components of the Project.<br>9. Design of Electrical/Instrumentation components<br>10. Appraisal of subprojects having electrical/instrumentation component.<br>11. Assist Procurement<br>12. Oversee contract management and performance monitoring of the contractors.<br>13. Ensuring the construction activities are implements as per design in the field.<br>14. Assist in preparation of Project completion Report. | | |
| i | Autocad and Draftsman | Minimum 5 Years experience as draftsman | 4. Preparation of Drawing and Drafting of all components.<br>5. Assists in construction Management and design team.<br>6. Assist in preparation of Project completion Report | 5 Years | 24 |

**Note:**

1. Only Personnel mentioned in Key Professional Staff will be considered for evaluation in Technical Proposal.
2. All key professional staff shall be permanent employee of the firm for not less than 6 months in the organization.
3. Sub professional staff CV's need not to be submitted.
4. **ThenumberofinputforKeyprofessionalstaffi**ndicated in theabove table is the minimum required and theconsultants are free to propose any additional experts or man months to meet the objectives of this consultancy assignment.The consultants are free to propose support staff and/or key experts to fulfill the scope of work and, but covering the minimum staff inputs specified in the RFP.
5. Administrative staff personnel (as per Consultant requirement) are also not evaluated in Technical Proposal.But the financials of these positions are not considered inFinancial Proposal.
6. Maximum age limit for all key professional experts is65years.
7. The experiences of key professional experts are preferred to be in Treatment Plants/ Pumping mains related Projects.
8. No Mobilization payment is admissible under the PMC.
9. Once immediately after Agreement Key Professional staffs CV's shall be submitted for approval and for immediate Mobilization of the same.



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## I. FORMOFCONTRACT

**LumpSumRemuneration**

This CONTRACT (hereinafter calledthe "Contract") is made onthe_____day of the month of_____, 2022, between, on the one hand, (hereinaftercalledthe "Client")and,on theother hand,_____ (hereinafter call the"Consultants").[* Note: If the consultants consist of more than one entity in case of an Association,the above should be suitably amended].

WHEREAS:

(d) The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(e) The Consultants, having represented tothe Client that they have therequired professionalskills,andpersonnelandtechnicalresources,haveagreedto provide the Services onthe terms and conditions set forth in this contract ;

(f) The Client has received [or hasapplied for] funds from the GOK and funding agencies towards the cost of the Services and intends to apply a portion of the proceeds ofthis fund to eligible payments under this contract.

NOW THEREFOREthe parties hereto hereby agree as follows:

**1.** The following documents attached hereto shall be deemed toform an integral part of this contract:

(c)

(b)

(a) The General Conditions ofContract (hereinaftercalled "GC"); The Special Conditionsof Contract (hereinafter called "SC");

The following Appendices:

[Note: If any ofthese appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix]

Appendix- A:Description ofthe Services_____ Appendix- B:Reporting Requirements _____ Appendix- C:KeyPersonnel and Sub-consultants_____ Appendix- D:Services and Facilities Provided by Client_____ Appendix- E:FormofGuaranteefor Performance Security ____

_____

**2.** The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services inaccordancewiththe provisions of the contract;and

(b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto havecaused this contract to be signed in their respective names as ofthe day and year first above written.

FOR AND ON BEHALF OF [NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By
(Authorized Representative)

## II. GENERALCONDITIONSOFCONTRACT

## 1 GENERALPROVISIONS:

1.1 Definitions:

Unless the context otherwise requires, the following terms whenever used in thisContract have the followingmeanings;

(a) "Applicable Law" means the laws and any other instruments having the force of law in the Karnataka as they may be issued and in force from time to time;

(b) "Contract" means theContract signed bytheParties, towhich these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) "Contract Price" means the price to be paid for the performance of the Services, in accordancewith Clause-6;

(e)

(d) "Foreign Currency" means any currency other than the Indian currency; "GC" means these General Conditionsof Contract;

(f) "Government" means the Government of Karnataka andGovernment of India;

(g) "Local currency" meansthe Indian Rupees.

(h) "Member", in case the Consultants consist of a joint venture of morethan oneentity, means any of these entities, and "Members"means all of these entities; "Member in charge" meansthe entity specified in the SC to acton their behalf inexercisingalltheConsultant'srightsand obligations towards the Client under this contract;

(i) "Party" means the Clientor the Consultants, as the case maybe, and Parties means both ofthem;

(j) "Personnel"meanspersonshiredbytheconsultantsorbyanySub-consultantasemployeesandassignedtotheperformanceofthe Services or any part thereof;

(k) "SC" means the Special Conditionsof Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services"meanstheworktobeperformedbytheConsultants pursuant to this Contract as described in Appendix-A; and

(m) "Sub-consultant"meansanyentity towhichtheConsultantssubcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) Nothing contained hereinshall be construed as establishing a relation of master and servant or of principal and agent as

between the Employer and theConsultants.TheConsultants, subject to this contract,have complete charge of personal and Sub-consultants, if any, performing the Services and shall be fullyresponsible for the Services performed by them or ontheir behalf hereunder.

1.2 LawGoverningtheContract:

Thiscontract,itsmeaningandinterpretation, andtherelationbetweenthe partiesshallbegovernedbytheApplicableLaw.

1.3 Language:

ThisContracthasbeen executedinthelanguagespecifiedintheSC,whichshall bethebindingandcontrollinglanguageforallmattersrelatingtotheme aning orinterpretationofthiscontract.

Headings:

Theheadingsshallnotlimit,alteroraffectthemeaningofthisCon

tract. 1.4 Notices;

1.4.1. Anynotice,requestorconsentmadepursuant tothiscontractshall bein writing and shall be deemed to have been madewhen delivered in person toan authorizedrepresentative of thepartytowhomthecommunicationis addressed, or when sent by registered mail, telex, telegramor facsimileto such party at the address specified in theSC.

1.4.2. Notices will be deemedto be effective as specified in the SC.

1.4.3. A Party may change its address for notice hereunder by giving the other party notice of such change pursuant tothe provisions listed in the SC with respect to Clause GC 1.4.2.

1.5 Location:

TheServicesshallbeperformedatsuchlocationsasarespecifiedinAppendi x-Aand,wherethelocationofaparticulartaskisnotsospecified,atsuch locations,whetherinthejurisdictionof(NI&NW)orelsewhere,astheclient mayapprove.

1.6 AuthorizedRepresentatives:

Anyactionrequiredorpermittedtobetaken,andanydocumentrequiredor permittedtobeexecuted,underthiscontractbytheClientortheConsultants maybetakenorexecutedbytheofficialsspecifiedintheSC.

1.7 TaxesandDuties:

UnlessotherwisespecifiedintheSC,theConsultants,sub-consultantsandtheir personnelshallpaysuchtaxes,duties,feesandotherimpositionsasmaybe leviedundertheapplicablelaw,theamountofwhichisdeemedtohavebeen includedintheContractPrice.

**2**

**COMMENCEMENT,COMPLETION,MODIFICATIONAN DTERMINATIONOFCONTRACT.**

2.1 EffectivenessofContract:
This Contract shall come intoeffect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

2.1.1 Termination of Contract for Failure to Become Effective If this contract has not become effective within such time period after the date of the contract signed by the Parties as shall be specified in the SC, eitherParty may, by not lessthan four (4) weeks' written notice tothe other Party, declare this Contract to be null and void, and in the event of such a declarationby either Party, neither party shall have any claim against the other Party with respect hereto.

2.2 CommencementofServices:

Theconsultantsshallbegincarryingouttheserviceswithinten(10)daysafter thedatetheContractbecomeseffective,oratsuchotherdateasmaybe specifiedintheSC.

2.3 ExpirationofContract:

Unlessterminatedearlierpursuanttoclause2.6,thiscontractshallterminate attheendofsuchtimeperiodaftertheEffectiveDateasisspecifiedintheSC.

2.3.1 Entire Agreement:

Thiscontractcontainsallcovenants,stipulationsandprovisionsagreedbythe parties.Noagentorrepresentativeofeitherpartyhasauthoritytomake,and thepartiesshallnotbeboundorbeliablefor,anystatement,representation, promiseoragreementnotsetforthherein.

2.4 Modification:

Modificationofthetermsandconditionsofthiscontract,includingany modificationofthescopeoftheServicesoftheContractPrice,mayonlybe madebywrittenagreementbetweenthepartiesandshallnotbeeffective untiltheconsentofthecompetentauthorityisobtain.

2.5

ForceMajeure;

2.5.1 Definition;

Forthepurposesofthiscontract,"ForceMajeure"meansaneventwhichis beyondthereasonablecontrolofaParty,andwhichmakesaParty's performanceofitsobligationsundertheContractimpossibleorsoimpractical astobeconsideredimpossibleunderthecircumstances.

2.5.2 No Breach of Contract:

ThefailureofaPartytofulfill anyofitsobligationsunderthecontractshallnot beconsideredtobeabreachof,ordefaultunderthisContractinsofarassuch inabilityarisesfromaneventofForceMajeure,providedthatthePartyaffected bysuchanevent(a)hastakenallreasonableprecautions,duecareandreasonablealternativemeasuresinordertocarryoutthetermsand conditionsofthiscontract,and(b)hasinformedtheotherPartyassoonas possibleabouttheoccurrenceofsuchanevent.

2.5.3 Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonablemeasures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than fourteen (14) days falling the occurrence and such events, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The parties shall take all reasonablemeasures tominimize theconsequences of any event of Force Majeure.

2.5.4 Extension of Time:

AnyperiodwithinwhichaPartyshall,pursuanttothisContract,completean y actionortask,shallbeextendedforaperiodequaltothetimeduringwhich suchPartywasunabletoperformsuchactionasaresultofForceMajeure.

2.5.5 Consultation:

Notlaterthanthirty(30)daysaftertheConsultants,astheresultofanevent ofForceMajeure,havebecomeunabletoperformamaterialportionofthe Services,thePartiesshallconsultwitheachotherwithaviewtoagreeingon appropriatemeasurestobetakeninthecircumstances.

2.5.6Suspension:

TheEmployermay,bywrittennoticeofsuspensiontotheConsultants,suspe nd allpaymentstotheConsultantshereunderiftheConsultantsfailtoperforma nyoftheirobligationsunderthisContract,includingthecarryingoutofthe Services,providedthatsuchnoticeofsuspension(i)shallspecifythenatureo f thefailure,and(ii)shallrequesttheConsultantstoremedysuchfailurewithi naperiodnotexceedingthirty(30)daysafterreceiptbytheConsultantsofsu ch noticeofsuspension.

2.6 Termination:

2.6.1 By the Client:

TheClientmayterminatethisContract,bynotlessthanthirty(30)day's writtennoticeofterminationtotheConsultants,tobegivenafterthe occurrenceofanyoftheeventsspecifiedinparagraphs(a)through(d)ofthis Clause2.9.1andsixty(60)days'inthecaseoftheeventreferredtoin(e):

(a) If the Consultants do not remedyafailureintheperformanceoftheir obligationsunder theContract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing ;

(b) IftheConsultantsbecome(of,iftheConsultantsconsistofmorethan one entity, ifany of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors forrelief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) if the Consultants fail to comply withany final decisionreached as a

result of arbitration proceedings pursuantto Clause GC.8

(d) if the Consultants submit tothe Employer a statement whichhas a material effects on the rights, obligations or interests of the Employerand which the Consultants know to be false.

(e) If, as the result of Force Majeure, the Consultants are unable to performa material portionof the Services for a period of not less than sixty (60) days; or

(f) If the Employer, in its sole discretionand for any reason whatsoever, decides to terminate this Contract.

(a) If the consultant, in the judgment of the Client has engaged incorrupt orfraudulent practices in competing for or in executing the Contract.

For the purpose ofthisclause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentationof facts inorder toinfluence a selection process or the execution ofa contract to the detriment of the Borrower, and includes collusive practice among consultant (Prior to or after submission of proposals) designed to establish prices atartificialnon-competitive levels and to deprive the Borrowerofthe benefits of free and open competition.

2.6.2 By the Consultants:

TheConsultantsmayterminatethiscontract,bynotlessthanthirty (30) dayswrittennoticetotheClient,suchnoticetobegivenaftertheoccurrenceo fany oftheeventsspecifiedinparagraphs(a)and(b)ofthisclause2.9.2.

(a) If the Client fails to pay any monies due to the Consultants pursuant tothis Contract and not subject to dispute pursuant to Clause- 7 hereof withinforty five(45) days after receiving written notice from the Consultants that such payment is overdue; or

(b) if the Employer is in material breach ofits obligations pursuant to this Contract and hasnot remedied the same withinforty five (45) days (or such longer periodastheConsultantsmayhavesubsequentlyapprovedin writing) following thereceipt by the Employer of the Consultants notice specifying such breach;

(c) If, as the result of Force Majeure, the Consultants are unable to perform a material portionof the Services for aperiod of not less than sixty(60) days, or.

(d) if the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC.8hereof.

2.6.3 Cessation of Rights and Obligations

UponterminationofthiscontractpursuanttoClauseGC2.1.1orGC2.6hereo f,
oruponexpirationofthiscontractpursuanttoClauseGC2.3hereof,allrights andobligationsofthePartieshereundershallcease,except;

(i) Such rights and obligations as may have accrued onthe dateof termination or expiration.

(ii) The obligations of confidentiality set forth inClause GC 3.3 hereof;

(iii) The Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.4.1 hereof; and

(iv)Any right which a Party may have under the Applicable Law. 2.6.4Cessation of Services

2.6.4 UponterminationofthisContractbynoticeofeitherPartytotheother pursuanttoClauseGC2.6.1orGC2.6.2.hereof,theConsultantsshall, immediatelyupondispatchorreceiptofsuchnotice,takeallnecessarystepsto bringtheServicestoacloseinapromptandorderlymannerandshallmake everyreasonableefforttokeepexpendituresforthispurposetoaminimum. Withrespect todocumentspreparedbytheConsultantsandequipmentand materialsfurnishedbytheEmployer,theConsultantsshallproceedasprovided,re spectively,byClausesGC3.7orGC3.10hereof.

2.6.5 Payment uponTermination;

UponterminationofthisContractpursuanttoClause2.6.1or2.6.2,theClien t shallmakethefollowingpaymentstotheConsultants;

a) (a) Remuneration pursuant to Clause 6 for services satisfactorily performedprior to the effective date of termination;

b) (b) ReimbursableexpenditurespursuanttoClauseGC6hereoffor expenditures actually incurred prior tothe effective date of termination,and

c) (c) Except in the case of termination, pursuant toparagraphs (a) and (d) Clause 2.9.1, reimbursement of any reasonable cost incidenttothe prompt and orderly termination of the Contract.

2.6.6 Disputes about Events of Termination

Ifeither,partydisputeswhetheraneventspecifiedinparagraphs(a)through (c)ofClauseGC2.6.1orinClauseGC2.6.2.hereofhasoccurred,suchParty may,withinforty-five(45)daysafterreceiptofnoticeofterminationfromthe otherParty,referthemaftertodisputesettlementpursuanttoClauseGC8 hereof.

## 3 OBLIGATIONSOFTHECONSULANTS:

### 3.1 General:

3.1.1 Standard of performance

The Consultants shall perform the Services and carry out their obligations here under with all due diligence, efficiency andeconomy, inaccordance with generallyaccepted professional techniques and practices, and shallobserve sound management practices, and employ appropriate advanced technology and safe methods.The Consultants shall always act, in respect of any matter relatingto this contract or to the Services, as faithful advisers tothe Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with sub-consultants or third parties.

3.1.2 Law Governing Services:

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the personnel of the Consultants and any Sub-consultants, comply with the Applicable Law.

3.2 ConflictofInterests:

3.2.1 Consultants Not toBenefit from Commissions, Discounts, etc.

The remuneration ofthe Consultants pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with thisContractor the Services, and the Consultants shall not accept fortheir own benefit anytrade commission, discount or similar payment in connection with activities pursuant to this contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall notreceive any such additional remuneration.

3.2.2 Consultants and Affiliates Not to Be Otherwise Interested in Project:

The Consultants agreethat, during the term of thiscontract and after itstermination, the Consultants and their affiliates,as well as any sub-consultant and any of itsaffiliates, shallbe disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related tothe Services.

3.2.3 Prohibition of Conflicting Activities:

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities.

(a) During the term of this Contract, any business or professional activities in the Government's country which wouldconflict withtheactivities assigned to them under this contract ; or

(b) After the terminationof this contract, such other activities as may be specified in the SC.

3.3 Confidentiality:

The Consultants, their Sub-consultants, and the Personnel of either of them shallnot, either during the term or within two (2) years after the expiration ofthis Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, orthe Client's business or operations without the prior written consent of the Client.

3.3.1 Liability of the Consultants

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.4 InsurancetobetakenoutbytheConsultants:

The Consultants(a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultant's, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, asshall be

specified in theSC; and (b) at the Client's request, shall provide evidence to theClient showing that such insurancehas been taken out and maintained and that the current premiumshave been paid.

3.4.1 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, here under, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time chargesand cost, and the bases thereof (including such bases as may be specifically referred in the SC), (ii) shall permit the Employer or its designated representative periodically, and up toone year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditorsappointed by the Employer.

3.5 Consultant'sActionsRequiringClient'sPriorApproval:

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions;

(a) AppointingsuchmembersofthePersonnelnotlistedbynamein Appendix C ("Key Personnel and Sub-Consultants"), and

(b) Any other actionthat may be specifiedin the SC. 3.6 Reportingobligations:

The consultants shall submitto the Client the reportsand documents specified in Appendix B in the form, in the numbers, and within the periodsset forth in the said Appendix.

3.7 DocumentsPreparedbytheconsultantstobethePropertyoftheClient:

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.4.1 shall become and remain the property of the Client,and the Consultants shall, not later than upon termination or expiration of thisContract, deliver allsuch documents and softwareto the Client, together with a detailed inventory thereof.The Consultants may retain a copy of such documents and software.Restrictionsabout the future use ofthese Documents, if any, shall be specified in the SC.

## 4 CONSULTANTS' PERSONNEL:

### General

The Consultants shall employ and provide such qualified and experienced personnel and sub-consultants as are requiredto carry out the Services.

4.1 DescriptionofPersonnel:

a) (a) The titles, agreed job descriptions, minimum qualifications and estimated period of engagement inthe carrying out of the Services of the Consultants' Key Personnel aredescribed in Appendix C.If any of the Key Personnel has already been approved by the Employer his/her name is listed as well.

b) (b) If required to comply with the provisions of clause GCC 3.1.1.hereof,

adjustments with respect totheestimatedperiodsofengagementofKey Personnel set forth inAppendix C may be made by the Consultants by written noticeto the Employer, provided (i)that such adjustments shall not alter the originally estimated period ofengagement of any individual by more than20% and(ii)thattheaggregateofsuch adjustmentsshallnotcause payments underthiscontracttoexceedtheceilingssetforthinClauseGC6.1.(b) of thiscontract.Anyother such adjustments shall not be made without the Employer'swritten approval.

(c) If additional work is required beyondthe scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement inwriting between the Employerand the Consultants, provided that anysuch increaseshall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings setforth in Clause GC 6.1 (b) of this Contract.

4.1.1 Approval of personnel

The Key Personneland sub-consultants listed by title as well as by name in Appendix C as hereby approved by the Employer.In respect of other Key Personnel whichthe Consultants propose to use in carrying out the Services, the Consultants shall submit to the employer for review and approval a copy of their biographical data and (in the case of Key personnel to be used within the country of the Government). The consultant key personnel should not be an Ex-Employee of any Government Organization.If the Employer does not object in writing (stating the reasons of the objection) within twenty-one (21) calendar days from the dateof receipt of such biographical data and (if applicable) such certificate, such key personnel shall be deemed to have been approved by the Employer.

4.1.2 Working Hours, Overtime, leave etc.

(a) Working hours and holidays for keypersonnel are set forth in Appendix C hereto.Toaccount for traveltime,foreignpersonnelcarryingoutServices inside India shall be deemedtohave commenced (or finished) work in respect oftheServicessuchnumberofdaysbeforetheirarrival(or aftertheirdeparture from).

(b) The key personnel shall not be entitled to be paid for overtime nor totake paid sick leave or vacation leave except as specified in Appendix Chereto,and except as specified in such Appendix, the Consultants remuneration shall be deemed tocover these items.All leave to be allowed to the Personnel is included in the staff-months of serviceset forth in Appendix C.Any taking of leave by personnel shall be subject tothe prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervisionofthe Services.

4.2 Removaland/orReplacementofPersonnel:

(a) Except as the Client mayotherwise agree, no changes shall be made in the Key Personnel.If, for any reason beyond the reasonable control ofthe Consultants, it becomes necessary to

replace any ofthe Key Personnel, the consultants shall forthwithprovide as areplacementa person of equivalent or betterqualifications.

(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or has been charged with havingcommitted a criminal action, or (ii) have reasonable causeto be dissatisfied with the performanceof any of the personnel,then the Consultants shall, attheEmployer'swritten request specifying thegrounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) Any of the personnelprovidedasareplacementunderClauses(a)and (b) above,the rateof remuneration applicable tosuch person as well as any reimbursable expenditure (including expenditures due tothe number of eligible dependents) the consultants may wish to claim as a result of such replacement, shall be subject to theprior written approval by the Employer. Except as the Employer may otherwiseagree,(i) the Consultants shall bear alladditional travelandothercostsarisingoutoforincidentaltoany removaland/or replacement,and(ii)there numeration tobepaidfor anyofthepersonnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

4.2.1 Resident Project Manager.

If required by the SC, the Consultants shall ensure that all times during the Consultants' performance of the Services in India a resident project manager, acceptable tothe Employer, shall take charge of the performance of such Services.

## 5 OBLIGATIONSOFTHEEMPLOYER:

5.1 AssistanceandExemptions:Unless otherwise specified in the SC, the

Employer shall use its best efforts toensure that the CE (P) shall:

(a) Assist the consultants,sub-consultants and personnel with such documentsas shallbe necessary to enable theconsultants, sub-consultants or personnel to perform the services.

(b) Assist for the personneland, if appropriate, their eligible dependents to be provided promptly with all necessary entry documents required for theirstay in India.

(c) Issue to officials, agents and representatives of the **Engineer in Chief, BWSSB** all such instructions asmaybe necessaryorappropriate for thepromptand effective implementationof the services.

(d) Assist the consultantsand the personnel and any sub-consultants employedby the consultants for the services from any requirement to register or obtain any permit topracticetheir profession or toestablish themselves either individually or as a corporate entityaccording to the Applicable Law.

(e) Grant to the consultants, any sub-consultant and the personnel of either of themtheprivilege,pursuanttotheApplicableLaw,ofbringinginto

Government's country reasonable amounts of foreign currency for the purpose of the servicesor for the personnel use ofthe personnel and their dependents and ofwithdrawing anysuchamounts as may be earned herein by the personnel in the execution of the services;and

(f) Provide totheconsultants,sub-consultantsandpersonnelanysuch other assistance as maybe specified in the SC.

5.2 Accessto Land:

The Employer warrants that the consultants shall have, free ofcharge, unimpeded access to all land in the respective GP/ULB'slimit in respect ofwhich access is required for the performanceof the services.The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the consultants and each of the personnel in respect of liability for any such damage, unless such damage is caused by the default or negligenceof the consultants or any sub-consultant or the personnel of eitherofthem.

5.3 ChangesintheApplicableLaw.

If, after the date of this contract, there is anychange in the ApplicableLaw with respect to taxes and duties which increase or decreases thecostor reimbursable expenses incurred bythe consultants in performing the services, then the remuneration and reimbursable expenses otherwise payable to the consultants under this contract shall be increased or decreased accordingly by agreement between the parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1.(b).

5.4 Services,FacilitiesandPropertyoftheEmployer

The Employer shall make available to the Consultant and the personnel, for the purposes of the servicesand free of any charge, the services, facilities and property described in Appendix Eat the timesand in the manner specified in saidAppendix E, provided that if such services, facilities and property shall not be made available to the consultants as and when so specified, the parties shall agree on (i) any time extension that it may be appropriateto grant to the consultants for the performance of the services, (ii) the manner in which the consultants shall procure any such services, facilities and property fromother sources, and (iii) the additional payments, if any, to be made to the consultants as a result thereof pursuant to Clause GC 6.1.(c) hereinafter.

5.5 Payment

In consideration of the services performed by the consultants under this contract, the employer shall maketo the consultants such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.6 CounterpartPersonnel

If so provided in Appendix E hereto, the Employer shall make available to the consultants, as and when provided in such AppendixE, and freeof charge, such counterpart personnel to be selected by the Employer, withthe Consultants' advice, as shall be specified in such Appendix E.Counterpart personnel shall work under the exclusive direction ofthe Consultants.If any member of the counterpart personnel fails to perform

adequately any work assigned to him by the consultants which is consistent with the position occupied by such member, the consultant mayrequest the replacement of such member,and the employer shall not unreasonably refuse to act upon such request.

## 6 PAYMENTSTOTHECONSULTANTS:

6.1 LumpSumRemuneration:

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum paid as per schedule of paymentincluding all staff costs,sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carryingouttheServicesdescribedin Appendix A.

6.2 Deleted

6.3 ContractPrice:

(a) The price payable in local currency isset

forth in the SC. 6.4 TermsandConditionsofPayment:

Payments will bemade tothe account of the Consultants and according to the payment schedule stated in the SC.

6.5

AdditionalpaymentshallbemadetotheConsultantfortheextendedtimelimit / originalContractduration.Thiswillbeworkedoutbasedontheactual expenditure,overheads,socialchargesandotherrelatedexpensesforthe durationofextendedperiod.

## 7 FAIRNESSANDGOODFAITH

7.1 GoodFaith

The Parties undertake toact in good faith with respect toeach other's rights under this contract and to adopt all reasonable measures toensure the realization ofthe objectives of thiscontract.

## 8

## SETTLEMENTOFDISPUTES:ASPERARBITRATIONPROCEDUREASSPECIFIEDINTHESPECIALCONDITIONSOFCONTRACT

### 8. Settlement of Disputes

### 8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

### 8.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

## 8.3. Accountability

8.3.1 The detailed project report / tender documents / designs of the structure / part of a structure shall be to the standards. Deficiency in the designs / structural designs / detailing if any will be the responsibility of the consultant whether noticed during construction / part completion of a particular structure / component or completion of the entire structure.

8.3.2 The additional cost if any for implementing any change or rectifications due to fault or deficiency in design will have to be borne by the design consultant.

8.3.3 In addition BWSSB reserves the right to recover the performance security amount vested with BWSSB in the form of Bank guarantee given by the consultant against performance guarantee.

## 9. Penalty

9.1 The client reserves the right to levy an additional penalty upto 10% of the total consultancy fee for non-performance of a particular task / entire task in accordance with the programme furnished by the consultant. The penalty will be deducted from each bill received from the consultant.

## III. SPECIALCONDITIONSOFCONTRACT

Number ofAmendments of, and Supplements to,GC Clause* Clauses in the General Conditions of Contract

1.3 The Language is:English

1.4 The Addresses are:

Employer:

BWSSB

Bangalore

Phone No.

Fax:

Consultants

: Attention: _____

Telephone: _

Facsimile : _____

_

_____

_

_____

## Special Conditions of Contract

1. Notice will be deemed tobe effective as follows:

   (a) In the case of personal delivery or registered mail, on delivery,

   (b) In the case of facsimiles,24hours following confirmed

transmission 1.2 The Authorized Representativesare:

For the Client:Executive Engineer (WWM-P-H&A.V), Forthe Consultant firm:

1.3 Taxes and Duties:

1.3.1 For domestic consultants/personnel and foreign consultants/personnel who are permanent residents in India.

The consultants and the personnel shall pay thetaxes, duties; fees, leviesand other impositions levied under the existing, amended or enacted lawsduring life ofthis contract and the client shall perform such duties in regardto the deduction ofsuch tax as may be lawfully imposed.

1.3.2 For foreign Consultants/personnel:

The client warrants that the client shall pay on behalf of the consultants and the Personnel any taxes, duties, fees, levies and otherimpositionsimposed, under the Applicable Law, on the consultants and the Personnel in respect of:

(a) AnypaymentsmadetotheConsultants,Sub-consultants,andthe Personnel ofeitherofthem (otherthanIndiannationalsorforeign nationalsnowpermanently residing in India), in connection with the carrying out ofthe Services;

(b) Anyequipment,materialsandsuppliesbroughtintoIndiabythe Consultants or Sub-consultants for the purpose of carrying out the Servicesand which, after having been bought intosuch territories, will be subsequently withdrawn there fromby them;

(c) Any equipment importedfor the purpose of carrying out the Services and paid for out offunds provided by the client and which is treated as property of the client;

(d) Anyproperty broughtintoIndiaby theConsultants,anySub-consultants,and the Personnel of either of them (other than Indian national or permanent residents of India),or the eligible dependents of such personnel for their personal use and whichwill subsequently bewithdrawn there from by them upon their respective departure from India, provided that;

(1) the consultants sub-consultants and Personnel, and their dependents, shall follow the usual customs procedure of Government in importing property into India; and eligible the

(2) If the consultants, Sub-consultants or personnel, or theireligible dependents, do not withdraw but dispose of any property in India upon which customs duties and taxes have been exempted, the consultants, Sub-consultants or Personnel, as the case may be,

(i) Shall bear such customs duties and taxes in conformity with the

regulations of the Government.

or

(ii) Shall reimburse them to the client if they were paid by the client at the time the property in question was brought into the Government's country.]

## 2. CommencementofContract

2.1ThedateonwhichthisContractshallcomeintoeffectis:Thedateofonwhich contractissignedorthedateofissueofNoticetoProceedwith the work.

2.2Thedateforcommencementofservicesisfromdateof

issueofworkorder.

2.3 Project Completion is (24) months from the effective date of

Contract.

3.3.1 Limitations of Consultant’s liability towards the Employer.

(a) Except in case of fraud or willful misconduct on the part of the Consultants or on the party of any person or firm acting on behalf of the consultantsin carryingouttheservices,theconsultants,withrespectto damagecaused by the consultants totheirEmployer'sproperty, shall notbe liable to the Employer:

(i) For any indirect or consequential loss or damage;and

(ii) For any direct loss or damage that exceeds (A) the total payments for professional Fees and ReimbursableExpenditures made or expected to bemadetotheConsultantshere under,or(B)theproceedsthe Consultants maybe entitled to receive from any increase maintained by

TheConsultantstocoversuchaliability,whicheverof(A)or(B)is higher.

(b) This limitation of liability shall not affect the consultants'liability, if any, for damage to Third partiescaused by the consultants or any person or firm acting on behalf of the consultants in carrying out the services.

3.4 The risks and the coverage shall be;

1.Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motorvehicles operated in India by the Consultants or their Personnel or anySub-consultants or their Personnel, for the period of Consultancy;

2.Third Party liability insurance, with aminimum coverage for **Rs.10.00 lakhs** for the period of Consultancy.

3.Employer's liability and worker'scompensationinsuranceinrespectofthe Personnel of theconsultants and of any sub-consultant, in accordance with the relevant provisions ofthe ApplicableLaw, as well as, with respect to such Personnel, any such life, health, accident, travelor other insurance as may be appropriate;

4.Professional liability insurance,withaminimumcoverageof equal tototal contract value forthis consultancy;and

5.Insurance against loss of or damage to (i) equipmentpurchased in whole or inpart with funds provided under this Contract, (ii)the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of

the Services.

3.5 The other sections are:(i)Taking any action under a civil workscontract designatingthe Consultants as "Engineer" for which action, pursuant to such civil works contract, the written approval of"Employer" is required.

3.6 The Consultants shall not use these documents for purposes unrelated tothis Contract withoutthe prior written approval of the Client.

3.7 The person designatedas TeamLeaderinAppendixC or a person nominated by the Consultant, shall serve in that capacityas specified in GCC Clause 4.2.1

3.8 Thepayment to the consultant shall be made asper the schedule of payment, regularlybyconcerned Executive Engineer.

4. The following provisions shall apply to the payment.

This is a lump sum contract with milestone payments.

## 5 Arbitration

### 5.1 General Conditionsof Dispute Adjudication Board Agreement

If any dispute arises between the parties in connection with, or arising out of, the Contract or the execution of the works shall be adjudicated by the DBA comprising of 3 members constitute by:

a. Engineer in Chief, BWSSB as Employer representative,
b. The " Consultancy", and
c. The "Member" third party who is being identified/nominated jointly by both Employer and Contractor.

If either party is dissatisfied with the DAB's decision, then either Party may, within 28days after receiving the decision, give Notice to the other party of its dissatisfaction. If the DAB fails to give its decision within period prescribed, then either party may, within 28 days after this period has expired, give Notice to the other Party of its dissatisfaction. Then only the procedure of 4.2 shall be initiated.

5.2 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

(b) Arbitration proceedings shall be held at ***Bangalore***, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

**Annexure**:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS

1. Indian Council of Arbitration,
2. International Centre for Alternative Disputes Resolution (India);
3. Indian Roads Congress;
4. Indian Building Congress;
5. Indian Institute of Bridge Engineers;
6. Indian Institute of Public Health Engineers;
7. Institute of Water Works

## VAPPENDICES

### Appendix-ADescriptionoftheServices(BasedonTOR)

(Give detailed descriptionsof the Services to be provided; dates for completion of various tasks, place ofperformance for different tasks; specifictaskstobe approved by Client etc.)

### Appendix-BReportingRequirements

(List format, frequency and contents ofreports; persons toreceive them,dates of submission, number of copies, etc.If no reportsare to be submitted, state here "Not applicable")

### Appendix-C

Key Personnel and Sub-consultants (Refer Clause 4.1 of theContract)

List under: C-1 Titles(and names, ifalreadyavailable), detailed job descriptions and minimumqualificationsandexperienceof Personnel to be assigned to work in India, and staff-months for each.

C-2Deleted.

C-3List of approved Sub-consultants (if already available): same information with respect to their Personnel as in C-1.

C-4Same information as C-1 for Key Local Personnel.

## Appendix-D

Services and Facilities Provided by the Client

## Appendix–E

## PROFORMAOFBANKGUARANTEEFORPERFORMANCESECURITYDEPOSIT

**(Onnon-Judicial Paper Of Appropriate Value)**

To:_____(nameofEmployer) _____(address of Employer) WHEREAS_____(nameandaddressof Contractor) (hereinaftercalled “the Contractor”) has undertaken, in pursuance of Contract No.___dated _____to execute_____(name of Contract and brief description of Works) (hereinafter called “theContract”); AND WHEREAS it hasbeen stipulated by you in the said Contract that the Contractor shall furnish you witha Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with theContract;

AND WHEREAS we haveagreed to give the Contractor such as Bank Guarantee; NOW THEREFORE we hereby affirm that we are the Guarantor and responsibletoyou,on behalf

Of the Contractor , up toa totalof_____(amount of Guarantee)_(amount in words), such sum being payable in the types and proportions- of currencies in which the Contract Price is payable, and we undertaketopay you, upon your first written demand andwithout cavil or argument, any sum or sums within the limitsof _____(amount of guarantee) as aforesaidwithout your needing to prove or toshow grounds or reasons for your demand forthe sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us withthe demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, additionor modification.

This guarantee shall be valid until a date 28 days from the date ofissue of the Taking-Over Certificate.

SIGNATURE AND SEAL OF THE

GUARANTORNameofBank

_____

Address_____

Date_____

Price Bid Breakup details to be submitted as mentioned below:

| Sl. No. | Key Experts | unit | Qty |
|---|---|---|---|
| a | Review of design drawing and documentation of civil, mechanical, Electrical and instrumentation, process hydraulic flow diagram etc., pre commissioning and post commissioning tests, review of as built drawings etc., completion of work | LS | 1.00 |
| | | | |
| b | Supervision Manpower | | |
| 1 | Manpower<br>Team Leader | Man month | 24.00 |
| 2 | Process Expert – Sewage Treatment | Man month | 6.00 |
| 3 | Design engineer – Civil / Structural | Man month | 12.00 |
| 4 | Project Manager for construction site | Man month | 48.00 |
| 5 | Civil Engineer | Man month | 36.00 |
| 6 | Mechanical Engineer | Man month | 24.00 |
| 7 | Electrical cum Instrumentation Engineer | Man month | 18.00 |
| 8 | Automation and instrumentation Engineer | Man month | 12.00 |
| 9 | Auto Cad and Draftsman | Man month | 24.00 |
| 10 | Office Assistants | Man month | 24.00 |
| 11 | Duty travel to site | months | 24.00 |
| 12 | Office Expenses, stationeries, printing etc., | months | 24.00 |
| 13 | Contingency charges, travel insurance | Ls | 1.00 |

**Note:**Breakup in the above format to be submitted during the negotiation and

should be included as a part of the Contract Agreement.